



Department of Environmental Conservation

Division of Environmental Remediation

Contract Number: D003972

**Site Name: Dzus Fasteners Site (OU2)
Lake Capri/Willetts Creek
Removal & Disposal Contract**

Site Number: 1-52-033

Location: West Islip, Long Island

County: Suffolk, New York

Contract Documents

Rust Environment and Infrastructure, Inc.
Albany, New York

Seal, sign and date



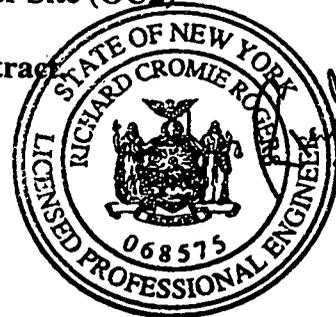
Date 1/28/99

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ALBANY, NEW YORK

DZUS FASTENER SITE (OU2)
LAKE CAPRI / WILLETTS CREEK SEDIMENT
REMOVAL AND DISPOSAL PROJECT
WEST ISLIP, LONG ISLAND
SUFFOLK COUNTY, NEW YORK
DEC SITE NO. 1-52-033

ADDENDUM NO. 2
FOR CONTRACT DOCUMENTS D003972
BIDS DUE: March 17, 1999
DATE: March 11, 1999

The attention of all holders of Contract Documents is directed to the following changes to
the Contract Documents for the Dzus Fastener Site (OU2)
Lake Capri / Willetts Creek
Sediment Removal and Disposal Contract



1. MODIFICATIONS TO EXISTING CONTRACT DOCUMENT

1. Spec Section 02200.3.04.N, second paragraph, first line, change "4 hours", to "2 hours". And on the eighth line, after "aggregates", insert the phrase "(maximum diameter of 1")".
2. Spec Section 02200.3.04.O, second line, after the word "Contractor", insert the word "shall".
3. Spec Section 01150.1.04.A, add the following sentence : "The full time watchman shall provide security twenty-four hours per day, seven days per week from Mobilization through to Demobilization at a final date as approved by the Engineer".
4. Spec Section 01100.1.10.B, first paragraph, last line, change "as a minimum each shall" to read "as a minimum the office trailer shall".
5. Spec Section 02400.2.01.B, change "22 ounce" to "12 ounce", and delete the phrase "nylon reinforced vinyl".
6. Spec Section 01425, at paragraphs 3.02.C.8 and D.8, add the following sentence: "The Category B deliverables package is due 30 days after samples are received by the laboratory."
7. Spec Section 01425.3.02.F.1, add at end of last sentence the phrase "and shall include an ASP Category B deliverables data package."
8. -Spec Section 01425.3.02.E.2, first sentence, delete "a single composite sample daily" and replace with "one discreet sample per 150 cy". Delete the second and third sentences.

-In paragraph E. 3, delete "two composite samples" and replace with "discreet samples".

- Delete existing paragraph E. 4 and replace with the following paragraph:
"In addition the Contractor shall collect hourly grab samples from each filter press and composite them daily. The composite sample will be tested for percent water by weight by ASTM Method D2216. "

9.- Spec Section 13200. 3.03. C.1, second sentence delete "non-hazardous", replace with "clean, subject to Engineer's approval".

- Spec Section 13200.3.03. C.2, delete this sentence. Replace with the following paragraph: Removed materials (NOT filter pressed), whose total cadmium concentration is greater than 1ppm and less than 10 ppm may be used for backfill except for wetland restoration, placement in water bodies, and residential usage unless covered by two feet of acceptable fill, may be land-filled or meet beneficial usage determination (BUD) requirements (per NYCRR 360 -1.15) for alternate use, and subject to Engineer's approval.

- Spec Section 13200.3.03. C.3, Change this to 13200.3.03 C.4.

-Spec Section 13200.3.03. , Add in new 13200.3.03. C.3 to read as follows: Removed materials (NOT filter pressed), whose total cadmium concentration is greater than 10 ppm may be land-filled or meet beneficial usage determination (BUD) requirements (per NYCRR 360 -1.15) for alternate use, and subject to Engineer's approval.

10.- Section XII.C.10.i. Delete this paragraph. Replace with the following paragraph:
" Bid Item 10C - Includes transportation and disposal of all hazardous non-filter pressed materials as determined by TCLP cadmium testing."

- Section XII.C.10.j. Change this paragraph to 10.k.

- Section XII.C.10. Add in new paragraph 10.j as follows: "Bid Item 10D - Includes non-hazardous, non-filter pressed soils outlined in 13200.3.03. For the purposes of the bid, all non-hazardous soils under Item 10D shall be disposed of in a non-hazardous, solid waste landfill. Any other disposal options will necessitate an appropriate unit price adjustment."

11. The Bid Form (Section V) remains unchanged.

2. MODIFICATIONS TO CONTRACT DRAWINGS

1. Sheet 11, Note 12, delete "carbon beds" and replace with "the stack".
2. Sheet 8, upper left corner under "Processing Capacities", Note 3 "Hydraulic Dredge", delete the first sentence and replace it with "Peak rate based on 2000 gpm flow."
3. Sheet 8, box matrix near center of page, on the horizontal line entitled "Daily Solids

Processed", replace "tons/.day" with "dry tons/day".

4. Sheet 8, under "Solids Processing and Water Treatment", add paragraphs 15 and 16 as follows:

"15. In-Line Mixer with pH Probes/Meters:

The Contractor shall provide an in-line mixer between the equalization tank effluent pump (P-300) and the coagulant tank. The Contractor shall provide two pH probes/meters as follows: (1) one probe/meter in the coagulant tank, and (1) probe/meter in the clarifier/thickening surge tank (TK-800).

Hydrochloric acid or an approved equivalent shall be injected prior to the in-line mixer and will be thoroughly mixed with the equalized dredge stream in the pipeline for effective water treatment with pH control/adjustment. The in-line mixer shall be installed, operated and maintained to receive the equalization tank effluent and the added acid and mix them thoroughly. The Contractor shall provide an appropriate acid storage and feed system.

Appropriate pH probe and meters shall be installed, operated and maintained in the two tanks specified to measure the pH of the water in the respective locations. The pH measurement in the coagulant tank will be used to control the acid feed rate for effective water treatment and the pH measurement in the TK-800 tank will be used for compliance. The optimum pH effective for water treatment shall be identified and maintained by the Contractor.

16. Coagulant Tank:

The Contractor shall install, operate and maintain a coagulation tank. This tank shall receive and store the flow from the EQ tank via the in-line mixer and shall be located just prior to the Polymer Mix Tank (TK-500). It is expected that a proper pH adjustment will enable the treatment system to produce the water quality that will meet the SPDES limits in the discharge location; however, the treatability study results showed that the soluble aluminum in the filtrate from the filter press operations will be high.

The tank shall be equipped with a mixer for rapid mixing and shall provide for an effective residence time of not less than 3 minutes of the forward flow of 1,500 gpm, equivalent to about 4,500 gallons. A coagulant shall be identified, selected and added to treat the equalized dredge stream for removal of the metals of

concern, in particular aluminum. The Contractor shall provide an appropriate coagulant storage and feed system. The coagulant feed rate shall be determined and controlled properly for effective water treatment."

5. Sheet 12, upper left corner, rotate the North Arrow ninety degrees clockwise so that North points to the right side of the sheet. Also on Sheet 12, extend to the South (left of sheet) the shaded "Bermed Area" a distance of 60 feet. This increases the length of berm to be built by 60 feet.

3. RESPONSES TO SIGNIFICANT COMMENTS FROM CONTRACTORS AND ASSOCIATED ANSWERS HEREBY BECOME PART OF THE CONTRACT DOCUMENTS

QUESTIONS POSED DURING THE PRE-BID MEETING:

1. *In shallow areas near the edges of the lake where the dredge depth is 6", can the lake level be raised to accomplish this? What is the maximum level?*

The lake elevation may be raised to an acceptable level in order to dredge near shore as long as the lake water does not enter the residential yards. Based upon topographic survey data, it appears acceptable to raise the elevation to 4.00 feet based upon the project specific datum on Plan Sheet No. 7. It should be noted that, due to the hydraulics of the lake system, raising the level may not be achievable.

2. *Is there a PPE (personal protective equipment) classification specified ?*

Level D is anticipated. Within the treatment area, a higher level may be required but it is not anticipated from the information we presently know. Contractor's HASP shall address the PPE classification.

3. *What is know of the extent of vegetation in the lake - how much and where it will need to be removed?*

No vegetation issues are anticipated in the lake. Lake can be viewed on the sampling collection day. There was algae noticed during the warmer weather, but no rooted weeds. There is an area of shore line weeds and debris in the southern portion of the lake which will be removed under debris removal.

4. *What is the Contractor's liability if any of the bulkheads fail (kick out)?*

Provided the Contractor, under the supervision and opinion of the Engineer, takes

reasonable and diligent care while working around the bulkheads, the Contractor will not be held liable for the bulkheads. This will be a closely observed item of work. Contractor shall provide additional supervision and quality control, as appropriate, during this phase of work.

5. *Is there any calculations on the inflow rate to the lake during storms?*

No.

6. *Historically, are the lake and creek levels high or low in June and July?*

Lake levels appear to remain approximately the same throughout the year, subject to storm events. The uniformity is presumed to be due to groundwater recharge/discharge in the lake. Historically, flooding in backyards has occurred. Limited recent observations indicate that creek levels are relatively low in June and July.

7. *Is there a tidal fluctuation due to Willetts Creek Canal?*

Tidal fluctuation does not influence lake level due to the outfall structure that runs under the Montauk Highway.

8. *Do homeowners have a general consensus that they want this work done?*

Yes. Property easements have been sent to homeowners for signature.

9. *The material coming out of the lake will be organic/mud and will go to the treatment plant at 2000 gpm. How well will the treatment system process the material with all the debris in it? Will this treatment system will be able to deal with this amount of volume? (Concerned that the material to be treated will be mostly silty organic mud).*

First the material will pass through a rough screen to remove larger debris. A #40 sieve material (sands) will then be take out by the hydrocyclone. The fine silt and mud will pass through the hydrocyclone and go into the settling tank with flocculent and settle out in the settling basins and clarifiers. Settled materials go on for filter pressing. 2000 gpm is maximum while 1500 gpm is estimated as average flow feed. The permit discharge limit was anticipated in the water treatment schedule.

10. *Everything that goes back to the lake is water only?*

Yes. No silt shall be in the discharge, only clear water meeting the discharge criteria. The Contractor will be required to check the water quality.

11. *When the material comes out, it looks like a small area to take that volume out. It doesn't look like it will treat fast enough to put 2000 gpm back into the lake.*

Refer to question 9.

12. *Do we really need to do the 'horns, bells and whistles' for the GPS for this small a job?*

Yes.

13. *Regarding the water treatment system, how does it address soluble cadmium? Does it address treating dissolved cadmium?*

Based upon testing data, cadmium will be mostly in particulate form and will drop out. It is agreed that if soluble cadmium is present, it will not be the Contractor's responsibility. There is additional information in the treatability study reports. (NOTE: Change in the Plans as part of this Addendum, a coagulation tank has been added to the process system to treat all metals.)

14. *Where are referenced materials available? The December 1998 Design Analysis Report, Wetlands Delineation Report and the Supplemental Treatability Study Report are missing from the West Islip Library. Can we get copies of these sent to us?*

Refer to Specifications, Section IV. Documents were verified at all locations.

15. *It is unreasonable for DEC to expect bidders to have all questions done by February 24, 1999, if sediment samples are collected on February 23. This leaves no time to do any analysis and understand the treatment process.*

Addendum 1 was issued and extended question and bid opening dates.

16. *If the treatment system is built to the design and doesn't work, is the DEC responsible? Need more time to design treatment process properly.*

Contractor is not responsible as long as he completely follows all provisions of the Contract Documents. Bid submittal date is extended in Addendum 1.

17. *Regarding ventilation system in treatment building, is carbon required?*

Reference to carbon for ventilation has been deleted.

18. *Is there any other reason for requiring a building of that size?*

The building is primarily for odor and noise control.

19. *Is odor control a big issue?*

Yes, and noise too.

20. *Is there a neighborhood group to deal with?*

No.

21. *Is there security for the equipment?*

Contractor is required to supply security. Specifications detail requirements.

22. *How much clearing is required in the creekbed? Are there large trees to be removed?*

No large trees shall be cleared. Refer to Section 02250 para 3.01 E. Any large trees are to be avoided and clearing should be kept to the minimal necessary.

23. *Regarding additional dredging, the schedule has two weeks of float, what is it for? First dredge pass and a second dredge pass...is that all that is required on site?*

Refer to Bid Item 2B..

24. *Regarding overcut (overdredge) of 3", there is no payment for overcut... Is there payment for 3" overcut?*

There is no payment for 3" overcut. Refer to dredging specification. If excessive overdredging occurs, the Engineer can stop dredging until the issue is resolved. Up to a 3" overcut will be tolerated, although no payment for this quantity will be given.

25. *Are we dredging to a clean-up criteria or an elevation?*

Elevation per Plans.

26. *If we dredge less than 3" than specified, do we have the option to sample to prove clean? Or do we have to dredge the 3".*

No. Dredge to the required elevations.

27. *Clarify how overdredging would be treated for measurement for payment?*

Overdredged material will be fine to coarse sands (non-pressed soils). Pay item is based upon the pre-construction survey and elevations established for dredging on Plans. The volume over that survey will be deducted based upon the post-dredge survey. Solids content of the overdredged volume will be not be paid for. Disposal of this solids content will not be paid for and will be subtracted proportionately from the appropriate pay items covering disposal of granular, non-pressed soils.

28. *Referring to backfill and hand placement of fill at bulkheads, can this be done by hydraulic methods?*

Other methods of fill placement are considered an 'as equal' and will not be entertained at this time.

29. *Are we taking into consideration the amount of water vs. soils to be taken up in the dredge?*

Yes. For more information see the Design Analysis Report and Pre-Design Investigation Report. Sand underlies the organics.

30. *If the average is not 30% solids, is that a change order?*

No.

ADDITIONAL QUESTIONS RECEIVED BY FAX CORRESPONDENCE FROM CONTRACTORS:

31. *Re: Section VIII-40 12.2 - After the dredging has been completed, approved, and accepted, to what does the one year guarantee apply? If a portion of a bulkhead fails subsequent to the completion of the dredging work for what period of time will the Contractor be required to return to replace the bulkhead?*

The one year guarantee applies to replacement/restoration work. The Contractor will not be held responsible for any time guarantee on the bottom elevation (after approval of post-dredging survey) or the bulkheads.

32. *Spec. 01392-10, Part 2 - Has a PPE level been established for the hydraulic dredging portion of the work?*

Refer to question 2.

33. *What is the maximum level to which the water level can be raised?*

Refer to question 1.

34. *Has there been any identification of the area, density, or identification of the vegetative mass?*

See question 3.

Is the vegetative mass contaminated?

No.

Does the vegetative mass have to be treated and disposed in any special manner?

Disposal is to be included with uncontaminated debris.

35. *Spec. 02200-8 - Can the select backfill materials be placed utilizing the discharge of the dredge (versus the specified hand placement) providing the area is enclosed with a silt barrier?*

Refer to question 28.

36. *Spec. 13300-2 - States that fish removal cannot be commenced prior to July 1 and states that no water can go over the spillway for 6 days after the pesticide application. To assure the latter requirement, the lake will have to be lowered to provide for possible heavy rain events.*

Dredging cannot start until after the fish removal which would dictate a dredge start date not sooner than July 15 rather than the June 29th date shown on the critical path schedule.

Have any calculations been made of the time required for the water level to raise to elevation 3.33 to provide minimum floatation for the dredging equipment?

No.

37. *If there is not sufficient recharge from either surface flow or the aquifer, will public water supply be available to raise the water level to the minimum floatation? If so who will be responsible for the charges for such makeup water?*

No public water will be available for this purpose.

38. *Plans, Sheet 7 - Can a 10' wide passageway between the lake and the lagoon through the peninsula at the location of the footbridge be temporarily or permanently created to provide access into the lagoon for the dredging equipment to remove the sediments? Bridge to be replaced after completion.*

No.

39. *What is the expected water level of the excavation areas of Willetts Creek during July and August? What is the expected flow rate and drainage volume of the same areas of Willetts Creek during the excavation period?*

Refer to question 6 . Specific flow rate and drainage volume have not been calculated.

40. *How are large debris items (concrete, bikes, shopping carts, etc) to be handled during both excavation and dredging activities? Is the material to be disposed of off-site or decontaminated and left on-site?*

Refer to Specification 2250 - 3.01F.

41. *Is the Contractor allowed to stockpile dewatered material prior to loading into end dump trailers for off-site disposal? Is there a requirement to use roll-off boxes for any of the waste streams?*

Refer to Specification 02300 - 1.01.

42. *Can the State provide details on the outfall structure from Lake Capri?*

No.

43. *Will alternate dewatering technologies such as belt filter presses or high solids centrifuges be allowed? Will an addendum address this issue?*

The dewatering technology is to be bid as specified.

44. *Why is a 12" float being specified for a barrier when the maximum depth is 3'6"? A 6" float would provide more than adequate buoyancy and help keep a lower profile to keep the wind on the lake from pushing the floats.*

Bid as specified.

45. *Why is a 12 oz non-woven geotextile being specified for the skirt for the outflow barrier?*

Industry standard for permeable skirt is woven material usually Carthage 6% or Carthage 15%. Concern is that the suspended solids will clog a non-woven, especially a 12 oz. and render the fabric impermeable.

Bid as specified.

Since a double barrier is being deployed at the outflow, can a single float be used with a double skirt to save money?

Bid as specified.

46. *As discussed at the prebid meeting, the DEC will not pay for any overcut (i.e. 3"). What formula if any, will be used to adjust for the penalty in the T&D. If for instance, a 2" overcut occurred, what will be the Contractor's financial responsibility?*

Refer to question 27.

47. *Where will the monitoring control station be placed? Specify the required design standards necessary as referenced in 02200-11, 3.09A.*

Recommended location is near the lake outfall. The standard is the OBS-3 per para 02200.3.08.B.

48. *How many turbidity meters are required on the job site? Please clarify the minimum number of turbidity meters required and locations referenced on page 02200-11, 3.08C, D.*

The number is explained in para 02200.3.08.

49. *Is there any known debris in the lake? Trees, stumps, wrecked cars, etc. If so, where is it located, and anticipated amount of debris to be removed? Is this debris deemed non-hazardous?*

Yes. There is limited scattered debris in the lake, location and type unknown. Debris removal and off-site disposal is handled in Bid Item 10 E and F.

50. *Why are site personnel required to be outfitted with level B&C PPE if, based on lab results, it is anticipated that the sediment and processed filter cake will be designated as non-hazardous? Define areas on the job site that require specific levels of protection.*

Refer to Health and Safety Specification 01425 and question 2.

51. *Why are escape respirators required for all personnel? Please state the level of concern regarding this requirement. Who determines the level of protection required, and what toxic gases are to be expected?*

Refer to Health and Safety Specification 01425 and question 2. Contractor is required to determine these requirements and submit them in the HASP.

52. *Is the on-shore monitoring station noted in 2200-11, 3.08C the same as the monitoring station noted in 3.09A?*

Yes.

53. *Please clarify how the dredge is to be decontaminated. Specifically, will the Contractor be allowed to transport a "dirty" dredge to the decontamination zone to be washed? Or will the dredge be decontaminated in some other way?*

Contractor shall not remove a "dirty" dredge from the lake. Dredge must be clean prior to removal.

54. *Can the dead fish be dredged rather than collecting them separately prior to dredging?*

No.

55. *What takes precedence for noise, the 50 DB or the local ordinance?*

The Local Ordinance. All contract references to the 50 decibel limit are deleted.

56. *Please clarify how much solids analysis will be performed ref. To 13100-2, 104A.*

Read Specification 13100.

57. *Will a rainfall event cause work stoppage if TSS reaches greater than 20 mg/l?*

Question is too ambiguous. Refer to Specification 2200-10 - 3.08B and Discharge Permit.

58. *Plans reference two dredges on site, are two dredges required?*

No. Note modification change to Plans - Sheet No. 8.

59. *Clarify the difference between turbidity barriers and work zone barriers, and clarify*

locations of each barrier required?

Work zone barriers are turbidity barriers around the dredge.

60. *Can the dredging over depth requirements exceed the 0.25 feet?*

Refer to question 24.

61. *Will the Contractor be responsible for damage to the bulkheads due to pre-existing conditions?*

Refer to question 4.

62. *Can the project completion time frame be extended?*

No.

63. *Please specify the turbidity monitoring instrumentation required at all locations. Also define the types and numbers of computers, monitors, recording devices, etc. required on-site.*

Refer to questions 47, 48, and 67.

64. *To what extent can the Contractor expect to encounter site flooding? Please delineate potential flooding limitation locations.*

Site flooding is possible. FEMA Flood Insurance Map is available for Lake Capri. The map no. is 36103C 0858G, May 4, 1998. The map indicates that the 100 year flood plain extends into the backyards, however elevations of the flood plain have not been determined.

65. *Will city water supply be available to the Contractor, and is the water hydrant noted on Drawing 563-03 the only available source? Is there a charge for the water supply, and what is the current usage rate?*

Refer to Specification 01100. 1.15.

66. *In Article 6- Contract Time, Section 6.5 states that the Contractor agrees to pay the Department as liquidated damages in the amount of \$2000. for each day that expires after the Contract time. Is this the actual liquidated damages for this contract?*

Yes.

67. *The field office shall contain two partitioned offices. Each shall be furnished as follows.*

Item 1- 26 please clarify if the contractor provides NYCDEC with each item as stated for each partitioned office (e.g.. Will the contractor provide a total of three dedicated phone lines for the field office or three for each partitioned office as stated. The same applies to the desk top PC's.,etc.)?

Specification 01100.1.10.B has been changed.

68. *Do to physical site constraints will NYSDEC allow local offsite certified scale to be used in lieu of the scale required in section 1.13?*

Bid as specified.

69. *Section 01150. Site services, Paragraph 1.03b. Contractors shall collect and analyze air, water and soil samples as directed by the engineer and as required for the work contained in this contract. Is this for sampling performed in addition to section 01425? If it is, how many samples of each media will the engineer require and how will the contractor be paid for the samples?*

No.

70. *Drawing No. 563-08 shows a solids content in tons/day. Should this figure denote "dry" solid per day? If so, than the project is based upon 240.31 dry tons per day for 86 days which equals 20,667 dry tons or 258,333 wet tons at 8% solids. Are these test design assumptions correct?*

Yes, 240.31 is dry tons. See this addendum for change to Plan Sheet 8.

No.

71. *Drawing No. 563.08 states that the Sludge Holding Tank has a residence time of 4 hours at 1,500 gpm and a working capacity of 137,000 gallons. The calculation per the resident time would equal 360,000 gallons, so which volume should be provided?*

Provide for 137,000 gallons.

72. *Drawing No. 563-05 states the Work Zone Turbidity Barrier to be constructed of nonwoven geotextile at 12 oz/sy, but Specification 2400 states that a 22 oz/sy nylon reinforced vinyl material is to be used. What is he specifications for the work zone*

turbidity barrier as well as the outfall turbidity barrier? Are they to be permeable or nonpermeable?

Barriers shall be permeable 12 ounce material.

73. *The specification call for 12-inch floats for the silt curtain. Can the contractor size the float appropriate for a 2-3 foot silt curtain?*

Bid as specified.

74. *What is the expected solidification reagent requirements for creek sediments, screened material and hydrocyclone sediments, respectively? How will the contractor be compensated for the solidification operations?*

Method of solidification is the responsibility of the Contractor to meet disposal criteria. It is not anticipated that the screened and hydrocycloned materials will need stabilizing. Creekbed sediments will have to meet disposal criteria (paint filter test). Cost is to be included in the bid price.

75. *What is the current slope and bearing strength of the high school parking lot? This information is critical for the large tanks for stability and hydraulic loading.*

Slope is currently unknown, but determinable. Bearing strength is currently unknown. Contractor shall, in his bid, provide for appropriate cribbing/ weight distribution materials to suit the loads caused by his selected equipment.

76. *What are the specifications for the storm water retention basin as far as size, construction and materials?*

Storm water control is the Contractor's responsibility and shall conform to Section 01100.1.14 and shall conform to the approved Surface Water Control Plan developed and submitted by the Contractor.

77. *What are the requirements for the site security during operating hours and non-operating hours? How will Lake Capri access from private properties be controlled?*

Refer to Specification 01150.1.04.A, as modified in this Addendum. Trespassing on private properties is not authorized by this contract except as specified.

78. *Define allowance of zero dredging tolerance. This is not typical and contractors will artificially inflate cost, adding contingency that may be unrealistic. Can the contractor*

assume .25ft.(3") of overcut as acceptable cost to the state?

No. Refer to question 24.

79. *The specifications state a zero tolerance for over dredging. At the site walk it was stated that the contractor would not be paid for dredging or processing of any over dredge material as well as the associated transportation and disposal cost. How will the state calculate the back charge value for transportation and disposal from a filtercake ton to an in-situ cubic yard?*

Refer to question 27.

80. *The process design shows returning the filterpress filtrate back through the flocculation and thickening system, which would unduly increase polymer requirements. Can the design be altered to allow the filtrate to be sent directly to the media filters?*

Returning filtrate will not unduly increase polymer requirements.

No.

----- END OF ADDENDUM No. 2 -----

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ALBANY, NEW YORK

DZUS FASTENER SITE (OU2)
LAKE CAPRI / WILLETTS CREEK SEDIMENT
REMOVAL AND DISPOSAL PROJECT
WEST ISLIP, LONG ISLAND
SUFFOLK COUNTY, NEW YORK
DEC SITE NO. 1-52-033

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BIDS DUE: March 17, 1999
DATE: February 25, 1999

**The attention of all holders of Contract Documents is directed to the following changes to
the Contract Documents for the Dzus Fastener Site (OU2)
Lake Capri / Willetts Creek
Sediment Removal and Disposal Contract.**



1. MODIFICATIONS TO EXISTING CONTRACT DOCUMENT

- A. The bid opening date is extended to March 17, 1999.

Revise Section I, page I-1, second paragraph, fourth line, changing "the date of March 9, 1999", to read "the date of March 17, 1999".

- B. Revise Section III, page III-3, Article 5, paragraph b), first line, changing "shall be submitted within 5 days", to read "shall be submitted within 7 days".

- C. Revise Section IV, page IV-2, Article 4, first line, changing "14 days", to read "7 days". Revise the second line, changing "5 days", to read "7 days".

2. ADDITIONAL INFORMATION TO EXISTING CONTRACT DOCUMENTS

- A. Another addendum will be issued which shall address pertinent questions raised during the Pre-Bid Conference held on February 18, 1999 and other pertinent written questions submitted by bidders prior to 5:00 PM, March 8, 1999. All written questions shall be sent or faxed to Rich Rogers, P.E. at Earth Tech, 12 Metro Park Road, Albany, New York 12205, fax number (518) 458-2472 or phone (518) 437-8390/435-7208. Verbal questions or those received after the above mentioned deadline will not be addressed.
- B. The list of attendees at the mandatory Pre-Bid Conference is attached to this document, for bidder's use as appropriate.

----- END OF ADDENDUM No. 1 -----

**DZUS FASTENERS
SITE NO. 1-52-033
PREBID MEETING
11:00 A.M. FEBRUARY 18, 1999**

Please print your name, address, and telephone number clearly. No post office boxes!

NAME/COMPANY	ADDRESS	TELEPHONE NO.
Hydropress Environmental Services, Inc. (Drew O'Hara)	81 West St. West Hatfield, MA 01088	Ph 413 247 9656 Fx 413 247 9401
TULLY CONSTRUCTION CO TULLY ENVIRONMENTAL, INC DAN SCULLY	127-56 NORTHERN BLVD FLUSHING NY 11368	PH 718-446-7000 X 297 FX 718 458-5799
IT CORPORATION Gerrit Rowles Rick Swedberg	101-1 COLIN DR. HOLBROOK NY 11741	PH 516 472-4000 FX 516 472-4077
IT CORPORATION JIM SELIGA	200 HORIZON CENTER TRENTON NJ 08641	609-588-6474 P 609-588-6404 F
IT SID A. ARCHER	11	609-544 6305 X 6404
GALVIN BROS., INC GREG HAYES Jeff Mirarchi	149 STEAMBOAT RD GREAT NECK NY 11560 28 Madison Ave Ext Albany, N.Y 12203	516-466-3785 ext 17 FAX-516-466-3607 518-452-1290
Delaware Engineering Scott Anderson Hander Env Mgmt.	500 Campus Drive Morganville, NJ 07751	Fax 518-452-1335 732-536-8500 Fax 732-536-7751
Paul A. Bomba Clean Harbors	32 BASK RD GLENNMONT NY	518-434-0149 518-434-9118 Fax
177 MICHAEL WILES CLEAN HARBORS	150 WASHINGTON ST. BRAINTREE MA	781 849 1800 02187 781 794 1760 fax
Lisa Santoro / Frank P. Capellano PW Grosser Consulting	630 Johnson Ave, Ste 7 Rohania, NY 11716	516 589 6353 X 126
VINCENT ORLANDO SAL MESSINA MILLER ENVIRONMENTAL GROUP INC.	538 EDWARDS AVE CALVERTON NY 3100 Bethel Road Chester PA 19013	516-366-4900 FAX-4909 610-497-9500 610-497 9708
J. THOMAS Kraill Mihale Dredging and Pumping Co Pat Enoch	175 Froehlich Farm BLVD Woodbury NY	(516) 921 9393
SAUNDERS, CLARA Northway ST THOMAS SPATAFORA BLUE WATER ENVIRONMENTAL	1610 NEW HIGHWAY FARMINGDALE, NY 11735	PH 516-752-2115 FAX 516-752-3000

**DZUS FASTENERS
SITE NO. 1-52-033
PREBID MEETING
11:00 A.M. FEBRUARY 18, 1999**

Please print your name, address, and telephone number clearly. No post office boxes!

NAME/COMPANY	ADDRESS	TELEPHONE NO.
STEVEN MATTHEWS (WBE.) Hazardous Environmental Corp	198 H Central Ave Farmingdale, NY 11735	516 752 2898 516 752 2910 (FAX)
TOM NAPLOW / CARL SKERDIS GUY PRATT INC.	600 Union Ave. Hortsville NY 11942	(516) 287-6100 (516) 287-6119 (FAX)
Bill Murphy ATLANTIC COAST DOCK	72 TAHULAH LA West Islip N.Y.	516-587-0121 FAX 381-1340
SCOTT ARMSTRONG A.M.A. CONSTRUCTION	192 W 4th St Huntington STA NY 11746	516 351 6122 F 351 7062
MIKE CRISTAL SEVEN SEASONS ENVIRONMENTAL SOUND	2749 LOCKPORT RD NIAGARA FALLS NY 14305	716-284-0431 716-284-1796 (FAX)
JEFF GRIST FOUR SEASONS	3499 I-10 FRONTAGE RD. PORT ALLEN, LA. 70767	504-344-6570 504-344-6832 (FAX)
Sean Kirkpatrick Four Seasons Envir.	3499 I-10 Frontage Rd. Port Allen, LA. 70767	504-344-6570 504-344-6832 (FAX)
RICK CARR QUANTERRA, INC	17 WHITING WAY NEEDHAM MA 02492	781-455-0653 781-455-0654 (FAX)
Louis Baselli Pedneault Assoc.	1615 9th Avenue Bohemia, New York 11716	516-467-8477 516-467-6905 (FAX)
DANIEL CONLEY Clean Earth, Inc	2230 DeKalb Street Norristown, PA 19401	610-278-6902 610-278-6915 (F)
JOHN PEDNEAULT PEDNEAULT TEST LABS	1615 NINTH AVE PO BOX 205 BOHEMIA, NY 11716	1-516-467-8477 1-516-807-5786
CHARLES E. POUND AQUA DREDGE INC	70 BYRAM RIDGE RD ARMONK, N.Y. 10504	914-273-3179 (H) 914-273-3179 (F)
Scott Anderson Handex	500 Camps Drive Morganville NJ	732 536 8500 732 536 7751

Syracuse Builders Exchange

6563 Ridings Road

Syracuse, NY 13206

Ms. Louisa Yates

(315) 437-9936

N402 720 889 5
N402 723 174 3

F. W. Dodge Report

4 Airline Drive

Albany, NY 12205

Ms. Christine Benson

(518) 869-5374

N402 720 890 2
N402 723 175 2

Construction Exchange of Buffalo

and Western New York

625 Ensmiger Road

Tonawanda, NY 14150

Ms. Lori Williams

(716) 874-3435

N402 720 891 1
N402 723 176 1

Eastern Contractor's Assoc.

6 Airline Drive

Albany, NY 12205

(518) 869-0961

N402 720 893 9
N402 723 177 0

Brown's Letters

855 Central Avenue

Albany, NY 12206

Aaron Ward

(518) 482-6230

N402 720 894 8
N402 723 178 9

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SECTION I

Advertisement and Notice to Bidders

New York State Department of Environmental Conservation

Project Name: Dzus Fastener Site (OU2)-Lake Capri/Willetts Creek Sediment Removal and Disposal Contract, NYS Site Number: 1-52-033.

Sealed bids for the Dzus Fastener Site (OU2)-Lake Capri/Willetts Creek Sediment Removal and Disposal Contract ("project"), will be received by the New York State Department of Environmental Conservation, Division of Management and Budget Services, Procurement Bureau, Room 686, 50 Wolf Road, Albany, New York, 12233-5027, Attn: Rose Dolan, until the time of 1:00 PM and on the date of March 9, 1999. The bids will be publicly opened and read aloud at the above time and date. Telegraphic or other electronically transferred bids are not acceptable.

The project involves the implementation of remedial activities at the Dzus Fastener Site (OU2)-Lake Capri/Willetts Creek Site located in West Islip, in Suffolk County, New York. These include, but are not necessarily limited to, the following:

- Dredging and excavation of the contaminated sediments in Lake Capri, the attached lagoon and portions of Willetts Creek;
- Construction and operation of a solids separation and water treatment system;
- Installation of temporary support utilities;
- Disposal of removed and treated sediments at a permitted existing landfill.

The estimated range for this work is over \$4,000,000.

Drawings, specifications and proposal forms may be purchased for a non-refundable fee of \$49.00 from the Division of Management and Budget Services, Procurement Bureau, Room 686, 50 Wolf Road, Albany, New York 12233-5027; Attn: Rose Dolan. Individual checks for each set shall be made payable to the New York State Department of Environmental Conservation.

Proposals will be accepted only from bidders who purchase contract documents and can demonstrate that they have a minimum of three years of experience in remediating the hazardous waste sites. The contractor and/or subcontractor must have a minimum of three years of experience in the following operations: water treatment, mechanical removal of shoreline sediments, dewatering of sediments and temporary building construction. The contractor and/or subcontractors must have at least 24 months experience in environmental dredging. OSHA 1910.120 training is required. All proposals must be made on the official proposal form and enclosed in the envelope furnished with the contract documents. Each proposal must be accompanied by a deposit or a bid bond in the amount of 5% of bid amount.

Prospective Bidders are cautioned concerning the use of the Post Office Box address as telegraphic and overnight delivery cannot be sent to Post Office Boxes.

All Bidders must attend a Pre-Bid Conference to discuss special requirements for the contract, to be held on February 18, 1999 at south end of the parking lot behind the West Islip High School, off Higbie Lane, in West Islip, Long Island, New York starting at 11:00 am prevailing local time. All attendees will assemble in the southern parking lot of the West Islip High School. A tour of the site will be conducted after which the group will assemble in a meeting room indoors for a discussion, question and answer session. **ATTENDANCE IS MANDATORY AS A CONDITION OF BIDDING. IT IS REQUESTED THAT ATTENDEES ARRIVE ON TIME.** Attendees will be able to access the lake to take sediment samples on February 23, 1999, as directed by the DEPARTMENT.

Minority and Women owned businesses are encouraged to submit bids in response to this solicitation. The New York State Department of Environmental Conservation is an Equal Opportunity/Affirmative Action Employer.

For the purpose of this Notice to Bidders, the Director of the Division of Environmental Remediation, Room 260B, 50 Wolf Road, Albany, New York, 12233-7010, shall be the Department's designated Representative. Any questions, however, shall be directed to Gerard Burke, P.E. at (518) 457-9285.

SECTION II

Terms and Definitions

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SECTION II

Terms and Definitions

Wherever used in the Contract Documents the following terms (or pronouns in place of terms) have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the date for opening of Bids which interpret or modify the Contract Documents by way of changes, clarifications, or corrections.

Administrative Agreement - A written explanation of the Contract Documents, signed by **Department**, **Engineer** and **Contractor** on or after the Effective Date of the Agreement and dealing with procedural or administrative aspects of the Contract Documents which do not change the contract price.

Agreement - The written agreement between **Department** and **Contractor** covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form furnished by **Department** on which **Contractor** must request progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The written offer or proposal of the Bidder, submitted pursuant to Article 5 of Section III of the Bidding Documents on form provided.

Bidder - The person, partnership, corporation, joint venture or other combination thereof, who has submitted a Bid.

Bid Security - The security designated in the Bidding Documents to be furnished by the Bidder as guarantee that he/she will enter into a Contract with **Department** for the performance of the Work, if the Work involved in the Bid is awarded to that Bidder.

Bidding Documents - The Advertisement and Notice to Bidders, Bidding Information and Requirements, the Bid Forms and Attachments, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

Bonds - Instruments of security furnished by **Contractor** and its surety in accordance with the Contract Documents. This refers to the labor and material payment Bond, performance Bond and those other instruments of security required by the Contract Documents.

Change Order - A document prepared and recommended by **Engineer**, which is reviewed by **Department** and has been signed by **Contractor** and **Department** and approved by Comptroller. It authorizes an addition, deletion or revision in the Work, or an adjustment in Contract Price or Contract Time, or any combination thereof, issued on or after the Effective Date of the Agreement.

Commissioner - Commissioner of the New York State Department of Environmental Conservation.

Comptroller - The Comptroller of the New York State Department of Audit and Control.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award, all bid forms and attachments required by Section V, the General Conditions, the Supplementary Conditions, the Standard Specifications, the Special Specifications, Appendix A, Appendix B, Measurement for Payment, Advertisement, Terms and Definitions, Bidding Information and Requirements, Supplementary Bid Information and Requirements, and the Drawings, together with all amendments, modifications and supplements issued pursuant to paragraphs 2.4 and 2.5 of Article 2 of the General Conditions on or after the Effective Date of the Agreement.

Contract Price - The money payable by **Department** to **Contractor** under the Contract Documents.

Contract Time - The number of days permitted by the Agreement for completion of work. This number may be stated or implied by a requirement that all work be completed by a certain date.

Contractor - The person, partnership, corporation, joint venture, or other combination thereof, who has entered into the Contract with **Department** for the Work. The term "Contractor" means **Contractor** or its authorized representative.

Correction Period - The period of time within which **Contractor** shall promptly, without cost to **Department** and in accordance with **Department's** written instructions, either correct Defective Work or if it has been rejected by **Department**, remove it from the site and replace it with nondefective Work, pursuant to paragraph 12.12 of the General Conditions.

Cost and Pricing Data - Refers to all data available to and relied upon by **Contractor** in negotiating, pricing or performing Work covered by a Change Order or a Proposed Change Order, or involved in a claim. Sample Cost and Pricing Data include data and supporting documents pertaining to labor wages and material rates, crew mixes, labor productivity, payroll costs, price catalogs, quotations from and payments to Subcontractors, Suppliers or others, equipment production rates, equipment costs, sales and use taxes, cost of premiums for Bonds and Insurances, costs related to the determination of general and administrative overhead, site office overhead, profit, estimates and estimating guides, **Contractor's** computations and projections, and all of the relevant assumptions made by **Contractor** in pricing or figuring increases or decreases in Contract Price or Contract Time.

Cost of the Work Involved - The sum of all costs necessarily incurred and paid by **Contractor** in the proper performance of the Work Involved.

Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

Defective Work - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to **Engineer's** recommendation of final payment (unless responsibility for the protection thereof has been assumed by **Department** at Substantial Completion in accordance with paragraphs 13.8 or 13.10).

Delivery - Shall be effected on the date of receipt by the addressee.

Department - New York State Department of Environmental Conservation.

Department Representative(s) - Employee(s) of **Department** engaged in **Department** activities relating to the work but who is not responsible for day to day administration of the Project.

Design Engineer - The individual, partnership, corporation, joint venture, or any combination thereof, who prepared and sealed the Contract Documents that were bid by **Department**.

Designated Representative - **Department** employee responsible for resolving all disputes between contractor and Project Manager, as identified in the Supplementary Bidding Information and Requirements.

Drawings, Plans - The Drawings, Plans or reproductions thereof, which show location, character, dimensions, and details of the Work to be performed and which are referred to in the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is approved and filed by Comptroller.

Employee - Any person working on the project mentioned in the contract of which these specifications are a part, and who is under the direction or control, or receives compensation from **Contractor** or Subcontractor.

Engineer - The individual, partnership, corporation, joint venture, or any combination thereof, any entity named as **Engineer** in the Agreement who will have the rights and authority assigned to **Engineer** in the Contract Documents. The term "**Engineer**" means the **Engineer** or its authorized representative.

Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

Field Order - A written order issued by **Engineer** to **Contractor** which orders minor changes in the Work in accordance with paragraph 9.2 of the General Conditions not involving an adjustment in the Contract Price or the Contract Time.

Law(s) - Applicable laws, rules, regulations, ordinances, codes or orders of a federal or New York State court.

Material - Any approved material acceptable to **Department** and conforming to the requirements of the specifications.

Notice of Award - **Department** written notice of bid acceptance and filing by the New York Office of the State Comptroller and stating pertinent information **Contractor** shall comply with.

Notice of Intent to Award - The written notice by **Department** to a Bidder stating that upon compliance by that Bidder with the conditions precedent enumerated therein, within the time specified, **Department** intends to process contract through the appropriate New York State contract reviews.

Notice to Proceed - The written notice issued by **Department** to **Contractor** establishing the Date for Commencement of the Contract Time and, where applicable authorizing **Contractor** to proceed with the Work at the site.

Overhead - General and administrative costs (whether at the site or in **Contractor's** principal or branch offices) and all other miscellaneous costs not assigned to a specific payment item as identified in Articles 9, 10 and 11 of the General Conditions.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Physical Completion - The Work and all parts thereof have been completed to the satisfaction of **Department**.

Progress Schedule - Drawings, data computer reports, and narratives disclosing **Contractor's** approach to the Work; the associated Early Schedule, Late Schedule and Float times, as supported by the Critical Path Method (CPM) or Bar Chart Diagram; the Schedule of Values; and the Schedule of Shop Drawing submissions.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Project Field Representative - **Department** employee assigned responsibility for the day to day administration of the Project.

Project Manager - **Department** employee identified in the Supplementary Bidding Information and Requirements, responsible for administration of work required by Contract Documents and supervision of the Project Field Representative(s).

Proposed Change Order - A document prepared on a form furnished by **Department** which is to be used: 1) by **Department** when requiring that **Contractor** figure the potential effect on Contract Price or Contract Time of a proposed change, (the proposed change is ordered upon signing by **Department**), or 2) by **Contractor** to notify **Department** that in the opinion of **Contractor** a change is required to respond to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 3.11 or 3.12 of Article III of the General Conditions or to emergencies under paragraph 5.22 of Article V of the General Conditions, or has been ordered in a Field Order, or in **Engineer's** approval of a Shop Drawing or sample, or in **Engineer's** written interpretation or clarification of the requirements of the Contract Documents. When signed by **Department**, a Proposed Change Order may or may not fully adjust Contract Price or Contract Time, but is evidence that the change directed or documented by the Proposed Change Order will be incorporated in a subsequently issued Change Order following negotiations as to its effect, if any, on Contract Price or Contract Time.

Resident Engineer - The authorized representative of **Engineer** who is assigned to the site or any part thereof.

Resident Project Representative - Person acting as assistant to the Resident Engineer who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for **Contractor** to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by **Contractor** to illustrate material or equipment for some portion of the Work.

Site - The area within the vertical boundaries of the location where the Contract Documents require Work by **Contractor**.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, partnership, corporation, joint venture or other combination thereof, having a direct contract with **Contractor** or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The Work, or a specified part thereof, has progressed to the point where in the opinion of **Engineer** as evidenced by **Engineer's** definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents (with the exception of the minor items

identified during inspection described in paragraph 13.6 of the General Conditions), so that it can be utilized continuously for the purposes for which it is intended. Substantial Completion of the Work, or specified part thereof, may be achieved either upon completion of Pre-operational Testing or Start-up Testing, depending upon the requirements of the Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Testing, Pre-Operational - All testing, associated trimout activities and specified manufacturer or supplier training required prior to placing the facilities in service, including but not limited to manufacturer or supplier installation checks; leak, disinfection and pressure tests; removal or erection of temporary components; tie-ins; flushing and chemical/mechanical cleaning operations; specified performance tests; and other necessary non-operating adjustments, cold-alignment checks, corrections, housekeeping and spare parts stocking required of **Contractor** to demonstrate to **Department** and **Engineer** that individual components of the Work have been properly erected and do operate in accordance with the Contract Documents, and that they can be placed in service and utilized continuously for their intended purposes.

Testing, Start-Up - Follows Pre-operational Testing. Start-up Testing commences by placing portions of the Work in service under interim conditions, continues through initial utilization of the facilities under design media, and culminates with predefined trial utilization tests during which **Contractor** is to operate the Work, or specified parts thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of: a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and b) complying with the Start-up Test requirements outlined in the Contract Documents.

Total Float - Number of working days by which a part of the Work identified in the progress schedule may be delayed without necessarily extending the corresponding Contract Time, or Contract Times.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, chemicals, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Work - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to, or undertaken by **Contractor** pursuant to the Contract Documents. Also, the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

SECTION III

Bidding Information and Requirements

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SECTION III

Bidding Information and Requirements

ARTICLE 1 - Address for Notices

It is understood and agreed between the parties that **Department's** Representatives for the implementation of this Agreement, or for approval and direction called for therein, shall be the individuals named in Article 2 of Section IV, "Supplementary Bidding Information and Requirements."

Whenever it is provided in this Agreement that notice shall be given or other communications sent to **Department**, such notices or communications shall be delivered or sent to the Project Manager at the address set forth in Article 2 of Section IV, "Supplementary Bidding Information and Requirements." However, the Bid submittal should be addressed as stated in Article 3 below.

ARTICLE 2 - Interpretation of Bidding Documents

No interpretation of the meaning of the Bidding Documents will be made orally: all questions regarding the intent or meaning of the Bidding Documents shall be submitted in writing to the Project Manager at the address set forth in Article 2 of Section IV, "Supplementary Bidding Information and Requirements". The reply to the same, when deemed necessary, will be sent by addendum to all persons who have purchased Bidding Documents. To be given consideration, all inquiries must be received in writing at the above address at least **ten** days prior to the date fixed for the opening of Bids. Any and all interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be sent by certified or registered mail with return receipt requested or telegraph, to all purchasers of Bidding Documents at the respective addresses furnished for such purposes. Failure of any Bidder to receive any such Addenda shall not relieve said Bidder from any obligation under its Bid as submitted. All Addenda so issued shall become part of the Bidding Documents.

All pre-bid inquiries answered by means other than Addenda shall not be binding.

ARTICLE 3 - Bid Instructions

Department invites sealed Bids on the forms attached hereto, and submitted in the envelopes provided to: Division of Management and Budget Services, Procurement Bureau, New York State Department of Environmental Conservation, Room 686, 50 Wolf Road, Albany, New York 12233-5027, **Attn: Rose Dolan.**

The outside of the envelopes must bear the name and address of the Bidder, the Project name and Project designation number from the cover of the specification book, and be clearly marked as "Bid."

Department may consider non-responsive any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or irregularities in or may reject any or all Bids. Bids that are illegible or that contain any omission, erasures, alterations, additions, conditions, or items not called for in the Bidding Documents or that contain other irregularities of any kind, may be rejected as non-responsive. The failure or omission of any Bidder to obtain or examine any form, instrument, document or Bidding Documents or any part thereof, shall in no way relieve any Bidder from any obligation in respect to its Bid. Complete sets of Bidding Documents shall be used in preparing Bids; neither **Department** nor **Engineer** assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Department is responsible for providing Addenda only to those persons or firms listed in its plan sales ledger as having purchased Bidding Documents from **Department**. Persons or firms which obtain Bidding Documents from sources other than **Department** bear the sole responsibility for obtaining any Addenda issued for the Project.

Department and **Engineer** make copies of Bidding Documents available only for the purpose of obtaining Bids on the Work and do not authorize any other use of the Bidding Documents.

Each Bid must be submitted on the official form which is furnished by **Department**. All blank spaces in the Bid must be filled in as noted, and no change shall be made in the phraseology of the Bid or in the items mentioned therein.

The Bidder shall sign, in the space provided in the Bid form, with his or her usual signature. An officer of a corporation or a member of a partnership signing for the Bidder, shall place his or her signature and title after the word "By" under the name of the **Contractor**. The same procedure shall apply to the Bid of a joint venture by two or more Bidders; however, if the signature is by an agent or attorney-in-fact for the joint venturers, then the Bid shall be accompanied by evidence of his or her authority to act on behalf of all of the joint venturers.

The Bidder shall complete that portion of the Bid form requesting a statement of the Addenda which have been received, by Addenda number and date. If no Addenda have been received, insert the word, "NONE." Failure to complete this portion of the Bid form may result in a bid being declared non-responsive at **Department's** option.

Each Bid shall specify in words and figures, the correct gross sum, in the manner hereafter described for which the Work shall be performed according to the Bidding Documents together with a unit price expressed in words and figures for each separate items for which such a price is required. The lowest Bid shall be determined by **Department** on the basis of the total sum for which the entire Work will be performed, arrived at by a correct computation of all items specified in the Bidding Documents at the prices stated in the Bid. **Department** reserves the right to reject any Bid in which the Bid prices appear to constitute an unbalanced Bid for the work.

In the event there is a discrepancy in any Bid between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy in any Bid between the prices written in figures and the unit or lump sum prices written in words, the prices written in words shall govern. **Department** may reject as non-responsive bids which do not contain a price for every numbered item contained in the Bid form, or may insert a zero for every numbered item that doesn't contain a price.

Unless **Department** gives instructions to the contrary, the Bidder shall use no more than three decimal places in the cents column under unit Bid price items. If Bidder uses more than three decimal places without such instructions, **Department** may round off the Bid item to three decimal places.

The Bidder is responsible for examining supplemental information which is available for inspection at the address for notices in Article 1 of this Section.

Department will not accept any Bid which has been transmitted via Facsimile, Telephone, Telegraph or which has been received after the designated bid opening time except where there is evidence that the bid arrived on time, but was mishandled by the **Department**. A late Bid will be returned unopened with notification of the reason for non-acceptance.

Bids will only be accepted from Bidders who have purchased Contract Documents from **Department**.

ARTICLE 4 - Modification or Withdrawal of Bid

Permission will not be given to modify or explain by letter, telegram, telephone or otherwise, any Bid after it has been deposited with **Department** except that a Bid may be withdrawn, modified, and resubmitted prior to the date and time for opening the Bids. After such date and time, no Bid may be withdrawn by a Bidder except as provided by law, and provided further that: 1) the Bidder files a duly signed written notice of a Bid mistake with **Department** within two business days after the day of the Bid opening, and 2) within 3 business days thereafter demonstrates to the reasonable satisfaction of **Department** that there has been a material and substantial mistake in the preparation of the Bid.

Prior to submittal of Bid, a Bidder may alter or correct a unit price, or a lump sum item, which has been entered on the Bid form by crossing out the entry, entering the new figure above or below the crossed-out entry, and initialing on the line of change. The crossing out of entries shall be with ink, or typed. All new entries and initials shall be legibly handwritten with ink, or typed. Any ambiguity arising from entries altered or corrected on the Bid Form may be cause for **Department's** rejection of the Bid as non-responsive.

If the Bid is made by an individual, the business address shall be given. If made by a corporation, the names and business addresses of the president, secretary and treasurer shall be given. If made by a partnership, the names and business addresses of the partners shall be given.

Department reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

All Bids submitted by an individual, firm or partnership, a corporation or association which submits more than one Bid for the same Work under the same or different name shall be rejected.

ARTICLE 5 - Required Bid Submittals

The following are to be submitted within the time periods indicated. At the option of **Department**, failure to make or amend a submittal will constitute proof that the Bidder has abandoned all rights and interests in the contract; that the Bid Security is forfeited to **Department** as liquidated damages; and that the Work may be awarded to another Bidder in a manner consistent with Law.

- a) The following items are to accompany Contractor's Bid to **Department**:
 - Form of Bid filled out
 - Bid Bond or Certified Check
 - Non-Collusion Certificate
 - MacBride Fair Employment Principles (signed)
- b) The following items shall be submitted within **5 days** of notification that the Bidder is the apparent low Bidder:
 - Off-site permitted facility to receive material along with a copy of the facilities permit
 - Plan of Operations (Work Plan) and Progress Schedule, Health and Safety Plan, Sampling Plan, and QA/QC Plan

- Statement of Surety's intent, complete and signed by and duly authorized surety company licensed to do business in the State of New York
 - A copy of the proposed site pollution liability insurance policy. If Bidder is unable to obtain the site specific \$5 million Pollution Liability insurance, **Department** requires letters from three (3) sureties stating that the additional Pollution Liability insurance is unavailable
 - A description of projects completed by Bidder documenting its experience in this type of work
 - Proof of Availability of insurance or Certificate of insurance with endorsements
 - NYS Uniform Contracting Questionnaire (completed) or affidavit of no change (if appropriate)
 - Preliminary schedule and acceptable M/WBE utilization plan
 - Any other information that demonstrates the Bidder's ability to perform the work described herein
 - Low bidders may be asked to submit additional information to demonstrate competency
- c) The following items shall be submitted by the apparent low Bidder within 14 days from the date of the Notice of Intent to Award letter from **Department**:
- Executed Agreement and Rider to Appendix B (six copies with original signatures)
 - Performance Bond with Power of Attorney & Surety Financial Statement (original and five copies)
 - Labor & Materials Bond with Power of Attorney & Surety Financial Statement (original & five copies)
 - Bid Breakdown of Items (original)
 - Certificates of Insurance (original and five copies)

ARTICLE 6 - Bid Security and Bonds

Bid Security shall be made payable to **Department** in an amount not less than five percent (5%) of the Bidder's gross sum Bid. The Bid Security shall be in the form of either a certified or bank check upon an incorporated bank or trust company, or a Bid Bond issued by a surety satisfactory to **Department**.

Department will accept only Bonds from a surety company licensed to write Bonds of such character and amount under the laws of New York State and which are listed on the U.S. Treasury Department Circular 570.

Attorneys-in-fact who sign Bonds shall file with such Bonds a certified copy of their Power of Attorney to sign Bonds and to conduct business in the State of New York.

The Bid Security of a Bidder awarded a Contract for the Work will be retained until such Bidder has executed the Agreement and furnished the required bonds and insurance, whereupon the Bid Security will be returned. If the Bidder fails to execute and deliver the Agreement, other required documents and furnish the required bonds and insurance within fourteen (14) days after the Notice of Intent to Award, **Department** may annul the Notice of Intent to Award, and the Bid Security of that Bidder will be forfeited to **Department**. The Bid Security of any Bidder whom **Department** believes to have a reasonable chance of receiving the award may be retained by **Department** until the earlier of the 45th day after the Bid opening or seven (7) days after the Effective Date of the Agreement, whereupon Bid Security furnished by such Bidders will be returned. Bid Security of other Bidders will be returned after the Bid opening.

ARTICLE 7 - Approval of "or Equal" or Substitution Equipment, Systems or Items

There shall be no approval given by **Engineer** during the bidding period or prior to Award of Contract for any "or equal" or substitution equipment, systems or items.

ARTICLE 8 - Other Contracts and Occupancy

Department may award other contracts in connection with this Work. **Contractor** shall not have exclusive occupancy of the real property within or adjacent to the limits of the Work.

In case of interference between the operations of utility owners and different contractors, **Department** will be the sole judge of the rights of each contractor and the sequence of work necessary to expedite the completion of the entire Project. In all such cases, **Department's** decision shall be accepted as final.

ARTICLE 9 - Taxes

Department is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials, equipment and supplies sold to **Department** pursuant to this Contract. Also exempt from such taxes are purchases by **Contractor** and its Subcontractors of materials, equipment and supplies to be sold to **Department** pursuant to this Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Project. These taxes are therefore not to be included in the Bid. The cost of all other taxes under the Contract shall be included in the Bid prices for the several items of the Contract.

ARTICLE 10 - Experience and Financial Statements

In accordance with New York State Executive Order No. 170, a Contract shall only be awarded to a responsible Bidder capable of performing and completing the Work in a satisfactory manner. The **New York State Uniform Contracting Questionnaire**, which is included in Section V, "Bid Forms and Attachments" must be completed and submitted to **Department** by the apparent low Bidder within five (5) days after the apparent low Bidder has been so notified. The completed questionnaire or the affidavit of no change (if appropriate) must be addressed to:

NYS Department of Environmental Conservation
Division of Management and Budget Services
Procurement Bureau, Room 686
50 Wolf Road
Albany, NY 12233-5027, Attn: Rose Dolan

The envelope should be clearly marked "NYS Uniform Contracting Questionnaire." Failure of the apparent low Bidder to timely submit the complete, properly executed questionnaire within five (5) days may result in disqualification.

Before **Department** will consent to any subcontracts over \$10,000, the proposed subcontractor must submit the complete, properly executed "NYS Uniform Contracting Questionnaire" through **Contractor**. Any delay in the progression of work caused by the failure of a subcontractor to comply with these requirements will be attributable to **Contractor** and any additional costs will be **Contractor's** responsibility.

The low Bidder shall demonstrate its responsibility to perform and complete Work by submitting a statement of its experience and the experience of any Subcontractor which the low Bidder intends to use to perform the Work.

Department may require the low Bidder to further demonstrate its responsibility to perform and complete Work by submitting an additional experience and financial statement or information seven (7) days after bid opening or within seven (7) days of **Department** request, which shall include at a minimum, information pertaining to the Bidder's financial resources. The submitted financial information shall be certified by a Certified Public Accountant, and shall be submitted in the form required by **Department**. This can also apply to **Contractor's** subcontractors.

ARTICLE 11 - Preliminary Progress Schedule

The Preliminary Progress Schedule shall consist of three copies of a narrative description and a time-scaled critical path method diagram or bar chart diagram as specified in the Contract Documents. The narrative in the Preliminary Progress Schedule shall describe the order in which Bidder proposes to perform the Work pursuant to the specified Contract Time(s) and Work sequence conditions indicated in or required by the Bidding Documents. It shall also indicate proposed starting and completion dates for Work expressed in terms of days elapsed from the Notice to Proceed associated with each division of the Specifications within each major structure or geographical area of Work. Activities shall further identify significant submittals, approvals and associated deliveries, significant testing, major **Department** responsibilities, and responsibilities of affected utilities and third parties. The narrative shall include monthly percentages of completion for the Work in relation to the rate of progress anticipated in the Preliminary Progress Schedule.

ARTICLE 12 - Bid Breakdown

The Bid breakdown shall be submitted by the apparent low Bidder within fourteen (14) days after the date of the Notice of Intent to Award letter. Discrepancies, ambiguities or conflicts in the Bid breakdown shall be resolved in accordance with the terms and conditions set forth in Article 15 of the General Conditions.

A Bidder submitting a Bid breakdown and awarded a Contract for the Work agrees and understands that those prices for separable parts of the Work disclosed on the Bid breakdown, where they are applicable and determined to be reasonable by **Department** may be used for the purposes of: a) measurement and payment, b) increase(s) or decrease(s) in the Contract Price due to adjustments in quantities to the separable parts of the Work, and c) Change Orders or Proposed Change Orders which add or deduct like Work.

ARTICLE 13 - Subsurface and Technical Information

If boring logs and other subsurface information were made available for the inspection of Bidders, please note that such data were obtained with reasonable care and were recorded in good faith by **Department**, **Engineer** or the **Design Engineer**.

The soil and rock descriptions shown are as determined by a visual inspection of the samples from the various explorations unless otherwise noted. The observed water levels and/or water conditions indicated thereon are as recorded at the time of the exploration. These levels and/or conditions may vary considerably, according to the prevailing climate, rainfall and other factors, including the passage of time.

Similarly, data concerning leachate were obtained with reasonable care and recorded in good faith. The location and concentrations of leachate may vary considerably according to the prevailing climate, rainfall and other factors, including the passage of time. Bidders may rely upon accuracy of the subsurface technical data as to where (location) and when (exact time) data was obtained; but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof.

When reports showing data obtained by investigations and tests at the site by **Department**, **Engineer** or the **Design Engineer** are included with the Bidding Documents, or made available to Bidders as set forth in the

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Bidding Documents, it is expressly understood and agreed that technical data, but not any non-technical data, interpretations or opinions contained in such reports, are incorporated by reference into the Contract Documents. Bidders may rely upon the accuracy of all such technical data contained in such reports as to where (location) and when (exact time) such technical data was obtained, unless the Bidding Documents limit any other basis upon which such technical data may be relied upon. It is further expressly understood and agreed that the use of any technical data contained in such reports is subject to all of the conditions and limitations set forth in the Bidding Documents.

Subsurface and technical information is made available to Bidders in good faith so that they may be aware of the information utilized for design and estimating purposes. **Department** makes no representations or warranties, express or implied, as to the completeness of this information or data, nor is such disclosure intended as a substitute for personal investigations, interpretations, and judgment of the Bidder.

ARTICLE 14 - Underground Facilities

The locations of Underground Facilities were ascertained with reasonable care and recorded in good faith from various sources, including the records of municipal and other public service corporations, and therefore such locations may only be approximate. **Department** does not assume responsibility for the accuracy or completeness of such locations.

ARTICLE 15 - Examination of Bidding Documents and Site

It is the responsibility of each Bidder, before submitting a Bid to: a) examine the Bidding Documents thoroughly, b) visit and visually inspect the site during the Pre-Bid Conference required pursuant to Article 3 of Section IV, "Supplementary Bidding Information and Requirements," c) become familiar with local conditions that may affect cost, schedule, performance or furnishing of the Work, d) become familiar with applicable Laws that may in any manner affect cost, schedule, performance or furnishing of the Work, e) study and carefully correlate Bidder's observations with the Bidding Documents, and f) notify the Project Manager identified in Article 1 of this section promptly after discovering any conflicts, ambiguities, errors or inconsistencies in the Bidding Documents.

It is the responsibility of each Bidder to obtain any additional documents, information or data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, schedule, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the Bidding Documents.

The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has taken steps reasonably necessary to ascertain the nature and location of the Work, and that Bidder has investigated and accounted for in the preparation of the Bid: a) Governmental requirements and all reasonably foreseeable general and local conditions that may affect cost, schedule, performance or furnishing of the Work. Examples of such conditions include: 1) conditions bearing upon the transportation, disposal, handling and storage of materials, 2) the availability and suitability of labor, water, electric power, telephone, sanitary services, and roads, 3) weather, river stages, tides or similar conditions at or contiguous to the site, 4) physical conditions of the site, and 5) the character of equipment and facilities needed preliminary to and during Work performance, b) character, quality and quantity of surface, subsurface and Underground Facilities at or contiguous to the site insofar as this information is reasonably ascertainable from the Drawings and Specifications included as part of the Bidding Documents, from the reports referenced in the Supplementary Bid Information and from the documents, information and data regarding physical conditions at or contiguous to the site obtained by Bidder, and c) Bidding Documents to be sufficient in scope and detail to indicate and convey understanding of all terms and conditions affecting cost, schedule, performance and furnishing of the Work.

Any Failure to take the actions described in this Article will not relieve that Bidder from responsibility for estimating properly the difficulty, cost of, and schedule for successfully performing the Work, or from performing the Work successfully without an increase in Contract Price or an extension in Contract Time.

Department, Engineer, or Design Engineer do not assume any responsibility for any conclusions or interpretations made by any Bidder based on the information made available by the Bidding Documents. Nor does **Department**, or **Engineer** assume any responsibility for any understanding reached or representation made concerning conditions which can affect the cost, schedule, progress, furnishing and performance of the Work prior to execution of the Contract, unless that understanding or representation is expressly stated in the Bidding Documents.

In an itemized contract, the estimate of quantities of work to be done and materials to be furnished is approximate and is given only as a basis of calculation upon which the award of the contract is to be made. **Department** does not assume any responsibility that the quantities estimated will be the actual quantities required; **Contractor** may not claim misunderstanding or deception because of such estimates of quantities or of the character of the work, location, or other condition pertaining thereto. **Department** may increase or diminish any or all of the quantities of work mentioned above or omit any of them, as deemed necessary.

ARTICLE 16 - Subcontractors, Suppliers or Others

Unless otherwise agreed in writing by **Department**, **Contractor** shall subcontract no more than the percentage (%) of the total cost of the work under its contract as may be provided by the Contract Documents in Article 7 of Section IV, "Supplementary Bidding Information and Requirements". Procedures for approval of Subcontractors, Suppliers or other persons or organizations, after execution of the Agreement, are set forth in the General Conditions and the Supplementary Conditions.

ARTICLE 17 - Award of Contract

The Contract(s) will be awarded to the lowest, responsive and responsible Bidder(s) that has prepared acceptable required submittals, in the opinion of **Department**, as stipulated in Article 5 of this Section.

To the extent permitted by applicable Law, **Department** reserves the right to reject any and all Bids, to waive any and all informalities or irregularities, to disregard all nonconforming, nonresponsive, or conditional Bids, or to re-advertise for Bids.

In order to be considered responsive, a Bid shall be completed, signed and be responsive in all respects to the Bidding Documents unless informalities are waived by **Department**.

In order to be considered responsive, a Bidder must establish to the complete satisfaction of **Department** and **Engineer**, as a minimum, that it has adequate and satisfactory experience and financial resources to meet the obligations under the Contract and award of the Contract would be in the best interest of the State. A Bidder's prior experience shall be considered satisfactory when among other factors, its performance of prior work was timely, of good quality, in compliance with any contract requirements including contracted costs and schedule, and in compliance with applicable Law. The Bidder must have a minimum of three (3) years satisfactory experience in construction of the work to be performed.

Department may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility in terms of satisfactory experience and financial ability of the Bidder, and of any proposed subcontractors. **Department** may reject the Bid of any Bidder which it deems not to be responsible and may reject performance of Work by any Subcontractor which it deems is not responsible.

It is the intention of **Department** that the work will be awarded within 45 calendar days after the opening of bids to the lowest responsive, responsible Bidder whose bid conforms to the requirements of the Contract Documents. Bids may not be withdrawn, altered or revoked during this 45 day period. Even after the expiration of such 45 day period, **Department** may accept a Bid and award the work to any Bidder whose bid has not been unequivocally withdrawn or revoked prior to the mailing of written Notice of the Award to the successful Bidder. For purposes of the preceding sentence, withdrawal or revocation of a Bid shall not occur until **Department** receives an unequivocal written statement to that effect.

ARTICLE 18 - Time is of the Essence

Time is of the essence for the performance of Work required by the Contract Documents.

ARTICLE 19 - Applicability of Federal, State and Local Law

Any Bid and any contract awarded pursuant to a Bid shall be subject to and governed by applicable Law.

It is the responsibility of each Bidder to be informed of and comply with Federal, State and local Laws, affecting the cost, schedule, progress, performance or furnishing of the Work. This requirement includes, but is not limited to, applicable regulations concerning minimum wages, nondiscrimination in employment, affirmative action, protection of public and employee safety and health, environmental protection, fire protection and permits, and fees and licensing.

ARTICLE 20 - M/WBE and EEO Requirements

The selected Bidder shall be required to make good-faith efforts to subcontract at least the percentage stipulated in Section IV, "Supplementary Bidding Information and Requirements", of the contract price to NYS Certified Minority Business Enterprise(s) (MBE) and Women Business Enterprise(s) (WBE), respectively.

The M/WBE and EEO provisions of Appendix B are required provisions for this contract. The Bidder is required to comply with State regulations 9NYCRR Part 543 entitled, "Requirements and Procedures Regarding Business Participation Opportunities for Minorities and Women on State Contracts."

In accordance with Executive Law Article 15-A, **Department** is required to make available the NYS Directory of Certified Minority and Women Owned Business Enterprises. Empire State Development has put the Minority and Women's Business Development Directory on the Internet at www.empire.state.ny.us.

The new system will be available seven (7) days a week, 7:00 a.m. to 10:00 p.m. and the information will be updated daily. Support will be available from 9:00 a.m. to 5:00 p.m., Monday through Friday, except for NYS holidays. If assistance is needed call (518) 474-1979. For additional information and assistance regarding NYS Certified M/WBE's, please contact Vicente Alfonso at DEC's Procurement Bureau, M/WBE/EEO Unit at (518) 457-0749.

Pursuant to New York State Executive Law Article 15-A and the attending rules and regulations, an approvable M/WBE and EEO Workplan shall be required within two weeks of the award of a contract. The workplan is requested to state the M/WBE and EEO goals, the areas of work to be considered for solicitation of M/WBE firms, and a listing of M/WBE firms to be used to supply identified subcontracting work/supplies. A Contractor Detailed EEO and M/WBE Workplan form is included and shall be incorporated into the contract.

Contractor shall be required to provide equal opportunities to minorities and women with regard to all jobs necessary for the performance of work or contracts required by the project. In doing so, **Contractor** agrees to make good-faith efforts to employ minorities and women for at least the percentage stipulated in Section IV,

"Supplementary Bidding Information and Requirements" of the work force hours required for the completion of the project. Different occupational category work force participation goals may be used to meet these overall goals for work force participation. **Contractor** shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

As required by **Department**, **Contractor** shall request of each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the Agency to furnish a written statement that such employment agency, labor union, or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability, or marital status, and that such union or representative will cooperate in the implementation of **Contractor's** obligations hereunder.

Contractor shall include the provisions of Appendix B (VII) in every subcontract or purchase order in such a manner that the subcontractor shall be required to comply with such provisions with respect to its work in conjunction with the contract with **Department**.

ARTICLE 21 - Omnibus Procurement Act of 1992

a) It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises including M/WBE as bidders, subcontractors and suppliers on its procurement contracts.

b) Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
One Commerce Plaza
Albany, New York 12245
Phone: (518) 474-7756 FAX: (518) 486-7557

NOTE: Companies requesting lists of potential subcontractors and suppliers are encouraged to identify the SIC code, size and location of vendors.

c) A directory of certified M/WBE is available on the Internet at www.empire.state.ny.us, seven (7) days a week, 7:00 a.m. to 10:00 p.m. and the information will be updated daily. Support will be available from 9:00 a.m. to 5:00 p.m., Monday through Friday, except New York State holidays. If assistance is needed call (518) 474-1979.

d) Bidders located in foreign countries are hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this procurement contract to third parties located in New York State. The successful contractor shall agree to cooperate with the State in efforts to get foreign countries to recognize offset credits created by the procurement contract.

- e) The Omnibus Procurement Act of 1992 requires that by signing this bid proposal, contractors certify that whenever the total bid amount is greater than \$1 million:
- 1) The successful contractor shall document efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State.
 - 2) Documented efforts by a successful contractor shall consist of and be limited to showing that such contractor has:
 - i) Solicited bids, in a timely and adequate manner, from New York State business enterprises including certified M/WBE, or
 - ii) Contacted the New York State Department of Economic Development to obtain listings of New York State business enterprises, or
 - iii) Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or
 - iv) Participated in bidder outreach conferences.
 - v) If the contractor determines that New York State business enterprises are not available to participate in the contract as subcontractors or suppliers, the contractor shall provide a statement indicating the method by which such determination was made.
 - vi) If the contractor does not intend to use subcontractors in the contract, the contractor shall provide a statement verifying such intent.
 - 3) The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.
 - 4) The contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Community Services Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request.

ARTICLE 22 - Reciprocity and Sanctions Provisions, Omnibus Procurement Act

- a) Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State enterprises, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act Amendments of 1994 Codified as State Finance Law 174-b, require that they be denied placement on bidders mailing lists and contracts for which they would otherwise be qualified. Bidders of construction services must be denied the award of a contract if their principal place of business is located in a state that discriminates against New York State enterprises.
- b) A current list of states which penalize New York State firms is available from the office letting this contract, or from the Procurement Assistance Unit, NYS Department of Economic Development, Albany, New York 12245, (518) 474-7756.

SECTION IV
Supplemental Bidding
Information and Requirements

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SECTION IV

Supplementary Bidding Information and Requirements

ARTICLE 1 - Location and Description of Project

The Site Number of this project is 1-52-033. The Project is located in Suffolk County, New York. Access to the site is from the North via Long Island Expressway (LIE). Take the LIE to Exit 51. Follow Route 231 South to Route 27A, Montauk Highway. Turn left onto 27A and follow it east to Barberry Road. Turn left on Barberry and follow it to the end where there is a back entrance gate to the West Islip Senior High School parking lot. This is the operations area for the project.

Project Summary:

Past releases from the Dzus Fastener Company's manufacturing facility at 425 Union Boulevard in West Islip have resulted in contamination of Willetts Creek and Lake Capri bottom sediments downstream from the Dzus facility. Cadmium is the principal contaminant of concern. Other constituents, primarily chromium, zinc and cyanide are also present, but at frequencies and concentrations of lesser environmental concern.

The cadmium has accumulated in the lake's resident bass and carp population to the extent that NYSDOH has established a Health Advisory restricting consumption of carp to no greater than one meal per month. The NYSDEC has ordered that the cadmium-impacted sediment be removed, and is directing the removal under the State Superfund Standby Program.

The Dzus site is listed as Site Number 1-52-033, Class 2, on NYSDEC's registry of inactive hazardous waste sites. For remediation purposes, it has been divided into two OUs. A Record of Decision (ROD) for OU 1 was issued in March 1995. The ROD for OU 2 was issued in October 1997.

Waste management practices at the Dzus Fastener manufacturing facility have been modified and various remedial activities undertaken to eliminate or reduce the potential for future releases off plant property. An Interim Remedial Measure conducted in 1991 removed a leach field at the eastern side of the site. Solidification of on-site soils containing greater than 10 parts per million (ppm) cadmium (OU 1) was completed in December 1996. This included excavating three small areas in the western side of the site, mixing and solidifying these soils with the contaminated soils in the eastern side of the site, and installing an asphalt cover

OU 2 consists of remediating the impacted sediments in a portion of Willetts Creek mostly upstream of the Burling Lane foot bridge, and the impacted sediments in Lake Capri. The remedy set forth in the ROD includes hydraulically dredging the contaminated sediments from Lake Capri to a clean up level of 1 ppm cadmium, and mechanically excavating contaminated sediments from Upper Willetts Creek to a clean up level of 9 ppm cadmium. The sediments are to be dewatered as necessary and disposed of by landfilling.

Additional project information can be found in the reference documents itemized in Article 5 (following page).

This Project includes

1. Hydraulic dredging to remove contaminated sediments from Lake Capri and the lagoon between June 29, 1999 and November 4, 1999.
2. Mechanical excavation of contaminated sediments along the Willetts Creek between July 1, 1999 and September 1, 1999.

3. Separation and proper disposal of solids from hydraulic dredge slurry and excavated material throughout period of sediment removal.
4. Treatment of remediation generated water to surface water standards (discharge limits) and discharge of water to Lake Capri.

ARTICLE 2 - Department Representatives

NAME	ADDRESS
Michael O'Toole, Jr. Director, Designated Representative	50 Wolf Road, Albany, NY
Robert C. Knizek, Section Chief	50 Wolf Road, Albany, NY
Gerard Burke, P.E., Project Manager	50 Wolf Road, Albany, NY
Gerard Burke, P.E., Project Field Representative	50 Wolf Road, Albany, NY

ARTICLE 3 - Pre-Bid Conference

A pre-bid conference will be held on February 18, 1999, at south end of the parking lot behind the West Islip High School, off Higbie Lane, in West Islip, Long Island, New York starting at 11:00 am to view the project area. The pre-bid conference is held to discuss the requirements of the Bidding Documents, the protocols for performing the work and the conditions existing at the work site, and to provide for visual inspection of the Site by Bidders. Bidders will be required to sign an attendance sheet to document their presence at the mandatory pre-bid conference. **Department will accept Bids only from those bidders who attend this conference. IT IS REQUESTED THAT ATTENDEES ARRIVE ON TIME.** Attendees will have limited access to the lake to take sediment samples on February 23, 1999, under the DEPARTMENT'S direction.

ARTICLE 4 - Additional Bid Submittals

Submittals listed under Section III, Article 5(b) shall be submitted within 14 days of notification that Bidder is the apparent low Bidder. This time supersedes the 5 day time limit stated in Section III, Article 5(b).

A resume for the Site Superintendent must be provide with the bid. Site Superintendent's resume must be acceptable to the Department.

ARTICLE 5 - Other Available Documents

The following items are available for contractor's review in preparing the Bid:

The following items are available for contractor's review in preparing the Bid:

Remedial Investigation/Feasibility Study Report, October 1994

Remedial Investigation/Feasibility Study Report Addendum, October 1995

NYSDEC Supplemental Feasibility Study Report, June 1997

NYSDEC Record of Decision, Operable Unit 02, October 1997

Pre-Design Investigation Report, November 1998

Design Analysis Report, December 1998

Wetlands Delineation Report, September 1998

Supplemental Treatability Study Data, December 1998

Documents may be reviewed at these locations:

Mr. G. Heitzman
NYSDEC Central Office
50 Wolf Road
Albany, New York 12233
Phone (518) 457-9280
Hours 8:30-4:30 M-F

Mr. Robert Beckerer
NYSDEC Region 1 Headquarters
SUNY Campus, Loop Road, Bldg. 40
Stony Brook, New York 11790-2356
Phone (518) 444-0354
Hours 8:30-4:30 M-F

West Islip Public Library
Higbie Lane
West Islip, New York 11795

Ms. Amy Van Laak
Earth Tech
12 Metro Park Road
Albany, New York 12205
Phone (518) 437-8341

ARTICLE 6 - M/WBE-EEO Utilization Plan

- a) The M/WBE-EEO Utilization Plan shall be sent directly to:

NYS Department of Environmental Conservation
Division of Management and Budget Services
Procurement Bureau, Room 686
Minority and Women's Business Programs Unit
50 Wolf Road
Albany, New York 12233-5027
ATTENTION: Vicente Alfonso

- b) The selected bidder shall be required to make good faith efforts to subcontract at least 15 percent and 5 percent of the contract price to NYS Certified M/WBEs, respectively.
- c) **Contractor** shall be required to provide equal opportunities to minorities and women with regard to all jobs necessary for the performance of work or contracts required by the project. In doing so, **Contractor** agrees to make good-faith efforts to employ minorities for at least 10 percent of, and women for at least 10 percent of, the work force hours required for the completion of the project.

ARTICLE 7 - Subcontracting

The maximum subcontracting allowed for this contract is **40 percent** unless a higher percentage is approved by **Department** in writing.

ARTICLE 8 - Type of Schedule

Contractor shall provide critical path type of schedule as described in Section X, Spec 00001 - Progress Schedule.

ARTICLE 9 - Wage Rates

The Department requires, for the work under this contract, that the contractor and its subcontractor pay at least the prevailing wage rate and pay or provide the prevailing supplements, including premium rates for overtime pay, as issued by the State Labor Department. The current wage rates are included within the contract documents, Section XIII.

“The **Contractor** is responsible for any additional costs related to new determinations of the wage rates. The annual determination of the prevailing rates of wages and supplements are usually published on May 31st of each year and are in effect July 1st through June 20th. New determinations will supersede the original schedule or any prior issued annual determination. Any rate change from a previously issued determination becomes effective July 1st, regardless of whether the new determination has been received by the **Contractor**.”

SECTION V

Bid Forms and Attachments

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SECTION V

ARTICLE 1(a) - Contract Bid Form and Acknowledgment for Construction of

Dzus Fasteners Site (OU2)-Lake Capri/Willetts Creek Removal and Disposal Contract

Contract Number D003972, NYS Site Number 1-52-033

To The New York State Department of Environmental Conservation

The Bidder hereby declares that either personally or through authorized representative(s), Bidder has carefully examined all Bidding Documents and has personally or through authorized representative(s) inspected the actual location of the work, together with the local sources of supply; and understands all terms and conditions of Bidding Documents. Bidder further understands that in signing this Bid, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the Bidding Documents, the Bidder hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the construction and completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned shall meet the required submittal time periods listed in Article 5 - Required Bid Submittals of the Bidding Information and Requirements, Section III.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be mailed, telegraphed or delivered:

Blue Water Environmental, Inc.

1610 New Highway

Farmingdale, NY 11735

(516) 752-2145

Fax Number (516) 752 - 3008

Bid

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

UNIT PRICE ITEMS

Payment Item Number	Description	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
			Words	Figures	
2A	Hydraulic Dredging - Bulk	19,250 CY	Nine Dollars Eight ^{11/14/77}	9.00	173,250.00
2B	Hydraulic Dredging - Re-Dredging	400 CY	Twenty Dollars Eight ^{11/14/77}	20.00	8,000.00
3	Bulkhead Backfilling	1,400 LF	Seventeen Dollars	17.00	23,800.00
4	Willetts Creek Excavation	311 CY	Eighty Dollars	80.00	24,880.00
8	Erosion Control Fencing	1,240 LF	Six Dollars	6.00	7,440.00
9B	HLSA - Clear & Grub	0.85 AC	Ten Thousand Dollars	10,000.00	8,500.00
9C	HLSA - 8' Chain Link Fencing	700 LF	Thirty-Five Dollars	35.00	24,500.00
9D	HLSA - 12" Select Gravel	1,200 CY	Twenty One Dollars	21.00	25,200.00
10A	Disposal-pressed soils/HAZ	608 TN	Twenty-Five Dollars	25.00	15,200.00
10B	Disposal-pressed soils/NON-H	11,543 TN	Twenty Dollars	20.00	230,860.00
10C	Disposal-nonpressed/HAZ	500 CY	Twenty-Five Dollars	25.00	12,500.00
10D	Disposal-nonpressed/NON-H	9,500 CY	Forty Dollars	40.00	380,000.00
10E	Disposal-debris/HAZ	30 CY	Twenty-Five Dollars	25.00	750.00
10F	Disposal-debris/NON-H	100 CY	Two Hundred and Ninety Dollars	290.00	29,000.00
11	Asphalt, 2", Type 2F	12,500 SY	Seven Dollars	7.00	87,500.00
12B	Fish - Collection & Disposal	1,600 LB	Five Dollars	5.00	8,000.00

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

LUMP SUM ITEMS

Payment Item Number	Description	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
			Words	Figures	
1	Mob./Demob. and Site Preparation	1 LS	One million seven hundred seventy thousand	1,770,000. ⁰⁰	1,770,000. ⁰⁰
5	Solids Separation System	1 LS	One million four hundred fifty thousand	1,450,000. ⁰⁰	1,450,000. ⁰⁰
6	Water Treatment System	1 LS	One million two hundred twenty six thousand six hundred sixty	1,212,660. ⁰⁰	1,212,660. ⁰⁰
7	Treatment Building	1 LS	Ten thousand Dollars	10,000.00	10,000.00
9A	HLSA - Mobilize and Demob	1 LS	Five thousand Dollars	5,000.00	5,000.00
9E	HLSA - Landscaped Berm	1 LS	Five thousand Dollars	5,000.00	5,000.00
9F	HLSA - Parking Lot Allocation	1 LS	Two hundred and thirty thousand	230,000	\$230,000
12A	Fish - Eradication Treatment	1 LS	Five thousand Dollars	5,000.00	5,000.00
Grand Total Bid: \$ <u>5,747,000.00</u> (including item 9F (allocation)) (Price in figures)					

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number I-52-033

Item No.	Item Description	Unit	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
				Words	Figures	
13	Pollution Liability Insurance	LS	1	Thirty Thousand No/100	30,000.00	30,000.00
	<p><u>This item (#13) is not to be calculated in the base Bid for the project.</u> Contractor is referred to Article 4 of the General Conditions in the Contract Documents. The limits for Pollution Liability Insurance will be the same as defined in Article 4 of the General Conditions. After opening of bids, Department will determine if it is in Department's best interest to have Contractor obtain an additional \$4,000,000 Pollution Liability Insurance on a site specific basis, and if so, Contractor will be paid separately at the actual documented cost to obtain this additional insurance. The Bidder is required to fill in the above price if it can obtain site-specific Pollution Liability Insurance. This Bid amount will be the upper limit for payment of this item. The Department is to be listed on the Bidder's Company Policy as an additional insured at no additional cost to the Department.</p>					
	 Contractor Authorized Representative		BLUE WATER ENVIRONMENTAL Contractor Name		 Date	

The undersigned acknowledges the receipt of the following Addenda and agrees to be bound by all Addenda whether or not listed herein.

<i>Addendum Number</i>	<i>Date of Addendum</i>
<u>1</u>	<u>2/25/99</u> <i>MAP 3/14/99</i>
<u>2</u>	<u>3/11/99</u> <i>MAP 3/10/99</i>

Accompanying this proposal is bid security in the amount of \$ _____; said security is in the form of \$ _____ certified check or checks, and \$ _____ Bid Bond which shall become the property of the Department if this proposal shall be accepted by Department, and the undersigned shall fail to execute and return the contract in a timely manner or fail to comply with the requirements of the Bidding Documents.

Corporate Seal
(If no seal, write "No Seal" and sign)

Blue Water Environmental, Inc.
Legal Name of Person, Partnership or Corporation

By Michael J. Posillico
Print Name

Michael J. Posillico
Signature

Date March 16, 1999

Please Complete Information Requested Below:

The P.O. address of the bidder is: 1610 New Highway, Farmingdale, NY 11735

Federal Identification Number is: 11-3072481

If a Corporation

Name

Address

<u>Michael J. Posillico</u> , President	<u>Atlanta Dr., Huntington, NY</u>
<u>Joseph K. Posillico</u> , Secretary	<u>Thompson Ave., Babylon, NY</u>
<u>Joseph D. Posillico III</u> , Treasurer	<u>Beaux Arts Lane, Huntington, NY</u>

If a Partnership

Name

Address

_____, President	_____
_____, Secretary	_____
_____, Treasurer	_____

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of New York)
County of Suffolk) s.s.:

On the 16 day of March, 19 99, before me personally came Michael J. Posillico to me known, who being duly sworn, did depose and say that (s)he resides in Huntington, New York; that (s)he is President (title) of Blue Water Environmental, Inc. (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

STEPHEN T. BONGIORNO
NOTARY PUBLIC, State of New York
No. 30-0350083
Qualified in Nassau County 12/31/99
Commission Expires

Stephen Bongiorno
Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (firm); namely, the _____ (title) of _____ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me known and known to me to be a member of _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

Bidder's/Proposer's Certification

Non-Collusive Bidding and Nondiscrimination in Employment in Northern Ireland MacBride Fair Employment Principles

BY SUBMISSION OF THIS BID AND BY SIGNING HEREUNDER THE BIDDER/PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

ARTICLE 1(b) - Non Collusion, State Finance Law §139-d

- 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

ARTICLE 1(c) - MacBride Fair Employment Principles, State Finance Law §165(5)

- 1) it or any individual or legal entity in which the Bidder/Proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Proposer, either: (answer yes or no to one or both of the following, as applicable).
- 2) Has business operations in Northern Ireland (Check Answer):
Yes _____ or No X If yes, complete #3
- 2) Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity, regarding such operations in Northern Ireland and shall permit independent monitoring of its compliance with such Principles. (Check Answer):
Yes _____ or No _____

NOTE: All references to "bid" "bidder" shall be deemed to include "proposer" "proposal."

4/16/99
Date

Corporate Seal
(If no seal, write "No Seal" and sign)

Michael J Posillico - President
Print Name and Title
Michael J Posillico
Signature

Article 1(b) and 1(c) Certification

Bid Security

If Bid Security is a Bid Bond, use Bid Bond form and provide certified power of attorney.



ARTICLE 1(e) - Bid Bond

Know all men by these presents, that we, the undersigned, BLUE WATER ENVIRONMENTAL, INC.
Principal, and RELIANCE INSURANCE COMPANY as Surety, are hereby held and firmly bound unto New York
State Department of Environmental Conservation in the penal sum of FIVE PERCENT OF PROPOSAL PRICE
of which, will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns. Signed this 9TH day of
MARCH, 19 99.

The condition of the above obligation is such that whereas the Principal has submitted to New York State
Department of Environmental Conservation certain Bid, attached hereto and hereby made a part hereof to enter
into a contract in writing, for the

SEDIMENT REMOVAL & DISPOSAL CONTRACT #D003972 @ DZUS FASTENERS SITE (OU2)
LAKE CAPRI/WILLETTS CREEK, WEST ISLIP, NY

Now, Therefore

- a) If said Bid shall be rejected, or in the alternate,
- b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract
attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful
performance of said contract, and for the payment of all persons performing labor or furnishing materials
in connection therewith, and shall in all other respects perform the agreement created by the acceptance
of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed
the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall
be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids;
and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have herunto set their hands and seals, and such of
them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed
by their proper officers, the day and year first set forth above.

(Seal)

BLUE WATER ENVIRONMENTAL, INC.

BY: [Signature]

Principal MICHAEL J. POSILLICO - PRES

RELIANCE INSURANCE COMPANY
1 PLUCKEMIN WAY
BEDMINSTER, NJ 07921

Surety

By [Signature]

ELEANOR DOUDERA, ATTORNEY-IN-FACT

(ACKNOWLEDGMENT BY SURETY COMPANY)

State of NEW YORK)
County of NASSAU) s.s.:

On this 9TH day of MARCH, 19 99 before me personally came ELEANOR DOUDERA to me known, who being by me duly sworn, did depose and say that he/she resides in SUFFOLK COUNTY, NY, that he/she is the ATTORNEY-IN-FACT (title) of the RELIANCE INSURANCE COMPANY (firm), the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and the he/she signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Seal)

[Signature]
Notary Public

BUSAN M. RAVID
Notary Public, State of New York
No. 01RA8000823
Qualified in Nassau County
Commission Expires 12/28/99

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of New York)
County of Suffolk) s.s.:

On the 16 day of March, 19 99, before me personally came Michael J. Posillico to me known, who being duly sworn, did depose and say that (s)he resides in Huntington, New York; that (s)he is President (title) of Blue Water Environmental Inc (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

[Signature]
Notary Public

STEPHEN T. BONGIORNO
NOTARY PUBLIC, State of New York
No. 30-0350083
Qualified in Nassau County
Commission Expires 12/31/99

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (firm); namely, the _____ (title) of _____ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 19____, before me personally came _____
to me known and known to me to be a member of _____, the firm described in and which
executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on
behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 19____, before me personally came _____
to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument,
and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

ARTICLE 2(a) - Corporate Resolution and Certification

"This Article 2(a) is not applicable"

RELIANCE SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY

RELIANCE INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Anthony J. Romano, Eleanor Doudera, Thomas Bean, Fred Nicholson, Gerard S. Machotz, Rita Segistano., of Uniondale, New York their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority (a) to appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.
2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company, and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed, and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this August 24, 1998.

RELIANCE SURETY COMPANY
RELIANCE INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

David T. Akers



STATE OF Pennsylvania
COUNTY OF Philadelphia

On this, August 24, 1998, before me, Valencia Wortham, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal
Valencia Wortham, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 18, 2000



Valencia Wortham
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9 day of MARCH 1999.

Anita Zippert
Secretary



ARTICLE 2(b) - Statement of Surety's Intent

To: **New York State Department of Environmental Conservation**

We have reviewed the Bid of BLUE WATER ENVIRONMENTAL, INC. (Contractor)

of 1610 NEW HIGHWAY, FARMINGDALE, NEW YORK 11735 (Address)

for the removal and disposal of contaminated sediment from Lake Capri
and a portion of Willetts Creek.

Contract Number D003972

NYS Site Number 1-52-033

Bids for which will be received on MARCH 9, 1999 (insert Bid Opening Date) and wish to advise that should this Bid of Contractor be accepted and the Contract awarded to Contractor, it is our present intention to become surety on the Performance Bond and Labor and Material Payment Bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between Contractor and ourselves and we assume no liability to Department or third parties if for any reason we do not execute the requisite bonds.

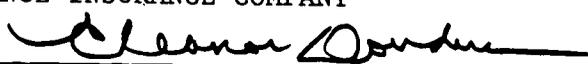
We are duly licensed to do business in the State of New York.

Attest:


Corporate Seal
(If no seal, write "No Seal" and sign)

RELIANCE INSURANCE COMPANY

BY:


Surety's Authorized Signature(s)
ELEANOR DOUDERA, ATTORNEY-IN-FACT

(908)947-2500

Telephone Number for Bonding Company

(516)794-7000

Telephone Number for Bonding Broker

Attach Power of Attorney

RELIANCE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

PRINCIPAL'S ACKNOWLEDGEMENT—IF INDIVIDUAL OR FIRM

State of New York, County of _____
On this _____ day of _____, 19____, before me personally came _____
to me known to be (the individual) (one of the firm of _____)
described in and who executed the within instrument, and he thereupon duly acknowledged to me that he executed the same (as the act and deed of
said firm).

Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT—IF CORPORATION

State of New York, County of _____
On this _____ day of _____, 19____, before me personally came _____
to me known, who, being by me duly sworn, deposes and says: That he resides in _____;
that he is _____ of
the corporation described in and which executed the within instrument; that he knows the seal of the said corporation; that the seal affixed to the said
instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the
said instrument by like order.

Notary Public

SURETY COMPANY'S ACKNOWLEDGEMENT

State of New York, County of **NASSAU**
On this **9TH** day of **MARCH**, 19 **99**, before me personally came
ELEANOR DOUDERA
to me known, who, being by me duly sworn, did depose and say: That he resides in **SUFFOLK COUNTY, NEW YORK**;
that he is Attorney-in-Fact of the RELIANCE INSURANCE COMPANY, the corporation described in and which executed the foregoing instrument; that
he knows the corporate seal of said company; that the seal affixed to said instrument is such corporate seal of said company; that it was so affixed by
the authority granted to him in accordance with the by-laws of said corporation; that he signed his name thereto by like authority; that the Superintendent
of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939 constituting Chapter 28 of
the Consolidated Laws of the State of New York known as the Insurance Law, issued to the RELIANCE INSURANCE COMPANY his certificate that said
company is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guarantees and other obligations required or permitted
law; and that such certificate has not been revoked.

SUSAN M. RAVID
Notary Public, State of New York
No. 01RA8000823
Qualified in Nassau County
Commission Expires 12/29/1999

Susan M. Ravid
Notary Public

Financial Statement Dated December 31, 1997

ASSETS		LIABILITIES	
Cash and Short Term Investments	\$ 366,696,336	Losses and Loss Adjustment Expense	\$ 2,632,735,351
Securities (Long Term)	4,028,534,730	Unearned Premiums	908,438,552
Premium Balances	785,004,014	Other Taxes	12,488,219
Accrued Interest and Dividends	35,419,406	Other Liabilities	771,585,471
Federal Income Taxes	37,405,343	Total Liabilities	\$ <u>4,325,247,593</u>
Other Assets	373,600,596		
Total Admitted Assets	\$ <u>5,626,660,424</u>		
		CAPITAL AND SURPLUS	
		Capital Stock	\$ 44,586,703
		Surplus	1,256,826,128
		Total Policyholders' Surplus	<u>1,301,412,831</u>
		Total Liabilities, Capital and Surplus	\$ <u>5,626,660,424</u>

State of Washington)
County of King) SS.

Larry C. Mitchell, being duly sworn, says: That he is Vice President of the RELIANCE INSURANCE COMPANY; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the Commonwealth of Pennsylvania, and has duly complied with all the requirements of the laws of said commonwealth applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of September 13, 1982, as amended (31 U.S.C. §9301 et. sq.); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December, 1997.

Sworn to me this 20th day of March, 1998.

Janis J. Crossland
Janis J. Crossland, Notary Public, State of Washington,
County of King. My Commission Expires February 5, 2000.



Larry C. Mitchell
Vice President



RELIANCE SURETY COMPANY

RELIANCE INSURANCE COMPANY

UNITED PACIFIC INSURANCE COMPANY

RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Anthony J. Romano, Eleanor Douders, Thomas Bean, Fred Nicholson, Gerard S. Macholz, Rita Sagistano of Uniondale, New York their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officers designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute, deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this August 24, 1998.



STATE OF Pennsylvania
COUNTY OF Philadelphia

On this August 24, 1998, before me, Valencia Wortham, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I herunto set my hand and official seal.

Notary Seal
Valencia Wortham, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 18, 2000



Valencia Wortham
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is still in full force and effect.

IN WITNESS WHEREOF, I have herunto set my hand and affixed the seals of said Companies this 9 day of MARCH 1999.



RELIANCE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

PRINCIPAL'S ACKNOWLEDGEMENT—IF INDIVIDUAL OR FIRM

State of New York, County of _____
 On this _____ day of _____, 19____, before me personally came _____
 ss: _____
 to me known to be (the individual) (one of the firm of _____
 described in and who executed the within instrument, and he thereupon duly acknowledged to me that he executed the same (as the act and deed of
 said firm).

Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT—IF CORPORATION

State of New York, County of _____
 On this _____ day of _____, 19____, before me personally came _____
 ss: _____
 to me known, who, being by me duly sworn, deposes and says: That he resides in _____
 that he is _____ of _____
 the corporation described in and which executed the within instrument; that he knows the seal of the said corporation; that the seal affixed to the said
 instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the
 said instrument by like order.

Notary Public

SURETY COMPANY'S ACKNOWLEDGEMENT

State of New York, County of _____
 On this _____ day of _____, 19____, before me personally came _____
 ss: _____
 to me known, who, being by me duly sworn, did depose and say: That he resides in _____
 that he is Attorney-in-Fact of the RELIANCE INSURANCE COMPANY, the corporation described in and which executed the foregoing instrument; that
 he knows the corporate seal of said company; that the seal affixed to said instrument is such corporate seal of said company; that it was so affixed by
 the authority granted to him in accordance with the by-laws of said corporation; that he signed his name thereto by like authority; that the Superintendent
 of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939 constituting Chapter 28 of
 the Consolidated Laws of the State of New York known as the Insurance Law, issued to the RELIANCE INSURANCE COMPANY his certificate that said
 company is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guarantees and other obligations required or permitted
 by law; and that such certificate has not been revoked.

Notary Public

Financial Statement Dated December 31, 1997

ASSETS		LIABILITIES	
Cash and Short Term Investments	\$ 366,696,335	Losses and Loss Adjustment Expense	\$ 2,632,735,351
Securities (Long Term)	4,028,534,730	Unearned Premiums	908,438,552
Premium Balances	785,004,014	Other Taxes	12,488,219
Accrued Interest and Dividends	35,419,406	Other Liabilities	771,585,471
Federal Income Taxes	37,405,343	Total Liabilities	\$ 4,325,247,593
Other Assets	373,600,596		
Total Admitted Assets	\$ 5,626,660,424		
		CAPITAL AND SURPLUS	
		Capital Stock	\$ 44,586,703
		Surplus	1,256,826,128
		Total Policyholders' Surplus	1,301,412,831
		Total Liabilities, Capital and Surplus	\$ 5,626,660,424

State of Washington)
 County of King) ss.

Larry C. Mitchell, being duly sworn, says: That he is Vice President of the RELIANCE INSURANCE COMPANY; that said company is a corporation duly
 organized, existing, and engaged in business as a surety by virtue of the laws of the Commonwealth of Pennsylvania, and has duly complied with all
 the requirements of the laws of said commonwealth applicable to said company and is duly qualified to act as surety under such laws; that said company
 has also complied with and is duly qualified to act as surety under the Act of Congress of September 13, 1982, as amended (31 U.S.C. §9301 et. sq.);
 that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December, 1997.

Sworn to me this 20th day of March, 1998.

Janis J. Crossland

Janis J. Crossland, Notary Public, State of Washington,
County of King, My Commission Expires February 5, 2000.



Larry C. Mitchell
Vice President



ARTICLE 2(b) - Statement of Surety's Intent

To: **New York State Department of Environmental Conservation**

We have reviewed the Bid of _____ (Contractor)
of _____ (Address)
for the removal and disposal of contaminated sediment from Lake Capri
and a portion of Willetts Creek.

Contract Number D003972

NYS Site Number 1-52-033

Bids for which will be received on _____ (insert Bid Opening Date) and wish to advise that should this Bid of Contractor be accepted and the Contract awarded to Contractor, it is our present intention to become surety on the Performance Bond and Labor and Material Payment Bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between Contractor and ourselves and we assume no liability to Department or third parties if for any reason we do not execute the requisite bonds.

We are duly licensed to do business in the State of New York.

Attest:

Corporate Seal
(If no seal, write "No Seal" and sign)

Surety's Authorized Signature(s)

Telephone Number for Bonding Company

Telephone Number for Bonding Broker

Attach Power of Attorney

ARTICLE 2(c) - NYS Directory of Certified Minority and Women-Owned Business

The New York State Directory of Certified Minority and Women-Owned Business Enterprises has been developed to assist public and private purchases of goods and services in locating and using bonafide minority and women-owned business as defined in accordance with Article 15-A of the Executive Law and Article 4(a) of the Economic Development Law.

M/WBE Directory on the Internet

Empire State Development has put the Minority and Women's Business Development Directory on the Internet. The Internet address is www.empire.state.ny.us, just follow the links to the M/WBE Directory.

The new system will be available seven (7) days a week, 7:00 a.m. to 10:00 p.m. and the information will be updated daily. Support will be available from 9:00 a.m. to 5:00 p.m., Monday through Friday, except for NYS holidays. If assistance is needed call (518) 474-1979.

M/WBE-EEO Utilization Plan
New York State Department of Environmental Conservation

(To be completed by each contractor/consultant and submitted to DEC for review)

Consultant/Contractor Name:		Date:	
Address:		City:	State: Zip:
Name and Title of Authorized Representative:		Signature of Authorized Representative:	
Name and Title of M/WBE Representative:		Signature of M/WBE Representative:	
Contract Description:			Contract Number:

Projected M/WBE and EEO Summary

	<i>Percent</i>	<i>\$ Amount</i>		<i>Percent</i>	<i>Number of Employees</i>	<i>Work Hours</i>
1. Total Dollar value of the Prime Contract/product provided	%		5. Total No. Employees and work hours	100%		
2. MBE goal applied to the contract	%		6. Total goal for minority employees	%		
3. WBE goal applied to the contract	%		7. Total goal for female employees	%		
4. M/WBE combined totals	%		8. EEO combined totals	%		

SECTION I - MBE INFORMATION

In order to achieve MBE goals, minority firms are expected to participate in the following manner:

<i>MBE Firm</i>	<i>Description of Work to be Done by MBE</i>	<i>Projected Contact Amount & Award Date</i>	<i>Scheduled Contract Start Date</i>	<i>Contract Payment Schedule</i>	<i>Contract Completion Date</i>
<i>Name</i> <i>Address</i> <i>City</i> <i>ST/Zip</i> <i>Phone</i>		\$			
		Date:			
<i>Name</i> <i>Address</i> <i>City</i> <i>ST/Zip</i> <i>Phone</i>					
<i>Name</i> <i>Address</i> <i>City</i> <i>ST/Zip</i> <i>Phone</i>		\$			
<i>Name</i> <i>Address</i> <i>City</i> <i>ST/Zip</i> <i>Phone</i>		Date:			
<i>Name</i> <i>Address</i> <i>City</i> <i>ST/Zip</i> <i>Phone</i>		\$			
<i>Name</i> <i>Address</i> <i>City</i> <i>ST/Zip</i> <i>Phone</i>		Date:			

SECTION II - WBE INFORMATION In order to achieve WBE goals, minority firms are expected to participate in the following manner:

<i>WBE Firm</i>	<i>Description of Work to be Done by MBE</i>	<i>Projected Contract Amount & Award Date</i>	<i>Scheduled Contract Start Date</i>	<i>Contract Payment Schedule</i>	<i>Contract Completion Date</i>
<i>Name</i> <i>Address</i> <i>City</i> <i>ST/Zip</i> <i>Phone</i>		\$			
		<i>Date:</i>			
<i>Name</i> <i>Address</i> <i>City</i> <i>ST/Zip</i> <i>Phone</i>		\$			
		<i>Date:</i>			
<i>Name</i> <i>Address</i> <i>City</i> <i>ST/Zip</i> <i>Phone</i>		\$			
		<i>Date:</i>			

SECTION III - EEO INFORMATION In order to achieve the EEO goals minorities and females are expected to be employed in the following job categories for the specified amount of work hours:

<i>Job Categories</i>	<i>Total Work Hours of Contract</i>	<i>All Employees</i>		<i>Minority Employees</i>			
		<i>Males</i>	<i>Females</i>	<i>Black</i>	<i>Asian</i>	<i>Native American</i>	<i>Hispanic</i>
Officials/Managers							
Professional							
Technicians							
Sales Workers							
Office/Clerical							
Craftsmen							
Laborers							
Service/Workers							
TOTALS							

ARTICLE 2(e) - NYS Uniform Contracting Questionnaire Instructions

The NYS Uniform Contracting Questionnaire, which is included in Section V, "Bid Forms and Attachments," must be completed and submitted to **Department** by the apparent low bidder. The complete questionnaire must be received by **Department** within three (3) business days after the apparent low bidder has been so notified. The completed questionnaire or the affidavit of no change (if appropriate) must be addressed to:

NYS Department of Environmental Conservation
Division of Management and Budget Services
Procurement Bureau, Room 686
50 Wolf Road
Albany, NY 12233-5027

The envelope should be clearly marked "**NYS Uniform Contracting Questionnaire.**" Failure of the apparent low bidder to timely submit the complete, properly executed questionnaire may result in disqualification of the low bidder.

Before **Department** will consent to any subcontracts over \$10,000, the proposed subcontractor must submit a complete, properly executed questionnaire through **Contractor**.

Any delay in the progression of work caused by the failure of a subcontractor to comply with these requirements will be attributable to **Contractor** and any additional costs will be **Contractor's** responsibility.

NEW YORK STATE UNIFORM CONTRACTING QUESTIONNAIRE

INSTRUCTIONS

Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract of \$10,000 or more, or when proposed for subcontract work valued at \$10,000 or more. If you submitted one within 12 months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question, or you wish to give further explanation complete by attaching extra pages. All questions must be answered.

NOTE: Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law: ____ yes, ____ no. If you checked "yes" you must identify the information you feel is confidential by placing an asterisk in front of the appropriate question number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.

GENERAL INFORMATION

1. NAME OF FIRM _____
 DBA NAME, IF ANY _____
 MAILING ADDRESS _____ FAX NO. () _____
 ACTUAL LOCATION _____ PHONE NO. () _____
 CITY _____ COUNTY _____ STATE _____ ZIP _____
2. TYPE OF FIRM (Check Only One) _____ CORPORATION _____ PARTNERSHIP _____ PROPRIETORSHIP _____ JOINT VENTURE
3. HOW MANY YEARS HAS THE FIRM BEEN IN BUSINESS? _____ UNDER THE SAME NAME? _____
4. WHAT IS THE FIRM'S BONDING RANGE? _____ SINGLE PROJECT _____ AGGREGATE
5. ARE YOU CERTIFIED AS A DBE _____ MBE _____ IF SO, WITH WHOM _____

OWNERSHIP, MANAGEMENT, AFFILIATION

6. Identify each person who is, or has been within the past five years, an owner of 5.0% or more of the firm's shares, a director, an officer, a partner or the proprietor. Joint ventures: provide information for all firms involved. Fill in name, % owned, office held; indicate by Y or N whether director, officer or partner.

FIRST NAME	MI	LAST NAME	DATE OF BIRTH	% OWNED	DIRECTOR (Y or N)	OFFICER (Y or N)	TITLE	PARTNER (Y or N)

7. Does the firm own, or has the firm within the past five years owned, 5.0% or more of any other firm? _____ Yes, list below _____ No

FEDERAL ID NO.	% OWNED	COMPANY NAME	ADDRESS

8. Identify any affiliate not listed in your answered to questions 6 and 7. For purposes of this question your firm and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls or has the power to control both.

FEDERAL ID NO.	COMPANY NAME	ADDRESS

9. Identify any and all shareholders, directors, officers, partners, or proprietors in common between your firm and any firm listed in response to questions 6, 7 or 8:

FEDERAL ID NO.	FIRST NAME, MI & LAST NAME	OTHER FIRM

10. List the ten most recent contracts the firm has completed. If less than ten, include most recent subcontracts on projects up to that number:

AGENCY/OWNER, CONTACT PERSON & TELEPHONE NO.	CONTRACT NO.	PRIME OR SUB	DESIGN ARCHITECT AND/OR DESIGN ENGINEER	AWARD DATE	AMOUNT	DATE COMPLETED
1						
2						
3						
4						
5						
6						
7						

11. List all current uncompleted construction contracts:

AGENCY/OWNER, CONTACT PERSON & TELEPHONE NO.	CONTRACT NO.	PRIME OR SUB	DESIGN ARCHITECT AND/OR DESIGN ENGINEER	TOTAL \$ AMOUNT OF FIRM'S CONTRACT (OR SUBCONTRACT)	\$ AMOUNT SUBLET TO OTHERS	UNCOMPLETED \$ AMOUNT OF FIRM'S CONTRACT (OR SUBCONTRACT)

12. Net Total Billings for Firm's Previous 3 Fiscal Years:

19 _____ \$ _____
 19 _____ \$ _____
 19 _____ \$ _____

Average Backlog for Firm's Previous 3 Fiscal Years:

(Estimated total value of uncompleted work on outstanding contracts)

19 _____ \$ _____
 19 _____ \$ _____
 19 _____ \$ _____

13. Has the firm, or any firm listed in response to questions 6, 7 or 8, defaulted or been terminated on, or had its surety called upon to complete, any contract awarded within the past five years? If so, give date(s), agency(ies)/owner(s), project(s), contract numbers, and describe including the result: _____
14. For all contracts within the past five years: (a) list and describe all liens or claims over \$25,000 filed against the firm and remaining undischarged or unsatisfied for more than 90 days; and (b) list and describe all liquidated damages assessed.

FINANCIAL INFORMATION

15. Complete the attached financial statement or attach a copy of the firm's most recent annual financial statement.

OTHER INFORMATION

16. Within the past five years has the firm, any affiliate, any predecessor company or entity, or any person identified in question number 6 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each affirmative answer: attach additional pages if necessary)

- | | | | | |
|--|----|-------|-----|-------|
| a) a judgment of conviction for any business-related conduct constituting a crime under state or federal law? | no | _____ | yes | _____ |
| b) a criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law? | no | _____ | yes | _____ |
| c) a grant of immunity for any business-related conduct constituting a crime under state or federal law? | no | _____ | yes | _____ |
| d) a federal or state suspension or debarment? | no | _____ | yes | _____ |
| e) a rejection of any bid for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? | no | _____ | yes | _____ |
| f) a rejection of any proposed subcontract for lack of qualifications, responsibility or because of the submission of an information, non-responsive or incomplete bid? | no | _____ | yes | _____ |
| g) a denial or revocation of prequalification? | no | _____ | yes | _____ |
| h) a voluntary exclusion from bidding/contracting agreement? | no | _____ | yes | _____ |
| i) any administrative proceeding or civil action seeking specific performance or restitution in connection with any public works contract except any disputed work proceeding? | no | _____ | yes | _____ |
| j) an OSHA Citation and Notification of Penalty containing a violation classified as serious? | no | _____ | yes | _____ |
| k) an OSHA Citation and Notification of Penalty containing a violation classified as willful? | no | _____ | yes | _____ |
| l) a prevailing wage or supplement payment violation? | no | _____ | yes | _____ |
| m) a State Labor Law violation deemed willful? | no | _____ | yes | _____ |
| n) any other federal or state citations, Notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation? | no | _____ | yes | _____ |
| o) any criminal investigation, felony indictment or conviction concerning formation of, or any business association with, an allegedly false or fraudulent women's, minority or disadvantaged business enterprise? | no | _____ | yes | _____ |
| p) any denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? | no | _____ | yes | _____ |
| q) rejection of a low bid on a State contract for failure to meet statutory affirmative action or M/WBE requirements? | no | _____ | yes | _____ |
| r) a consent order with the NYS Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal or state environmental laws? | no | _____ | yes | _____ |
| s) any bankruptcy proceeding? | no | _____ | yes | _____ |

- t) any suspension or revocation of any business or professional license? no _____ yes _____
- u) any citations, Notices, violation orders, pending administrative hearings or proceedings or determinations for violations of: no _____ yes _____
 - ⓪ federal, state or local health laws, rules or regulations
 - ⓪ unemployment insurance or workers compensation coverage or claim requirements
 - ⓪ ERISA (Employee Retirement Income Security Act)
 - ⓪ federal, state or local human rights laws
 - ⓪ federal or state security laws?

_____ None of the above

CERTIFICATION

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing the State of New York or its agencies and instrumentalities to award a contract; or approve a subcontract; acknowledges that the State or its agencies and instrumentalities may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law §210.40 or a misdemeanor under Penal Law §210.35 or §210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. §1001; and that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Sworn to before me this

_____ day of _____, _____

Notary Public

Signature of Officer

Title

As of _____
(Date)

ASSETS

1.	<u>Current Assets</u>		
2.	Cash		\$ _____
3.	Accounts receivable - less allowance for doubtful accounts		_____
	Retainers included in accounts receivable	\$ _____	
	Claims included in accounts receivable not yet approved or in litigation	_____	
4.	Notes receivable - due within one year		_____
5.	Inventory - materials		_____
6.	Contract costs in excess of billings on uncompleted contracts		_____
7.	Accrued income receivable		
	Interest	_____	
	Other (list) _____	_____	
	_____	_____	
	Total accrued income receivable		_____
8.	Deposits		
	Bid and plan _____		
	Other (list) _____		

	Total deposits		_____
9.	Prepaid Expenses		
	Income Taxes _____		
	Insurance _____		
	Other (list) _____		

	Total prepaid expenses		_____
10.	<u>Other current Assets</u>		
	(list) _____		

	Total other current assets		_____
11.	Total current assets		_____
12.	<u>Investments</u>		
	Listed securities - present market value _____		
	Unlisted securities - present value _____		
13.	Total investments		_____
14.	<u>Fixed Assets</u>		
	Land _____		
	Building and improvements _____		
	Leasehold improvements _____		
	Machinery and equipment _____		
	Automotive equipment _____		
	Office furniture and fixtures _____		
	Other (list) _____		

	Total _____		
	Less: accumulated depreciation _____		
15.	Total fixed assets - net		_____
16.	<u>Other Assets</u>		
	Loans receivable - officers _____		
	- employees _____		
	- shareholders _____		
	Cash surrender value of officer's life insurance _____		
	Organization expense - net of amortization _____		
	Notes receivable - due after one year _____		
	Other (list) _____		

17.	Total other assets		_____
18.	TOTAL ASSETS		_____

LIABILITIES

19.	<u>Current Liabilities</u>		
20.	Accounts payable		\$ _____
21.	Loans from shareholders - due within one year		_____
22.	Notes payable - due within one year		_____
23.	Mortgage payable - due within one year		_____
24.	Other payables - due within one year		_____
	(list) _____	\$ _____	
	Total other payables - due within one year		_____
25.	Billings in excess of costs and estimated earnings		_____
26.	Accrued expenses payable		
	- salaries and wages	_____	
	- payroll taxes	_____	
	- employees' benefits	_____	
	- insurance	_____	
	- other	_____	
	Total accrued expenses payable		_____
27.	Dividends payable		_____
28.	Income taxes payable		
	- state	_____	
	- federal	_____	
	- other	_____	
	Total income expenses payable		_____
	Total current liabilities		_____
29.	<u>Deferred Income Taxes Payable</u>		
	- state	_____	
	- federal	_____	
	- other	_____	
	Total deferred income taxes		_____
30.	<u>Long Term Liabilities</u>		
	Loans from shareholders - due after one year	_____	
	Notes payable - due after one year	_____	
	Mortgage - due after one year	_____	
	Other payables - due after one year	_____	
	(list) _____	_____	
	Total long term liabilities		_____
31.	<u>Other Liabilities</u>		
	(list) _____	_____	
	Total other liabilities		_____
32.	Total Liabilities		_____
	<u>Net Worth</u>		
33.	Net Worth (if proprietorship or partnership)		\$ _____
34.	<u>Stockholders' Equity</u>		
	Common stock issued and outstanding	_____	
	Preferred stock issued and outstanding	_____	
	Retained earnings	_____	
	Total	_____	
	Less: Treasury stock	_____	
	Total stockholders' equity		_____
35.	TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		_____

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT

36. Dated this _____ day of _____, 19 _____

Name of Organization

By: _____

Affidavit of No Change

State of _____)
County of _____) s.s.:

The undersigned, being duly sworn, deposes and says:

- 1) I am an officer/owner of _____ (hereinafter the "Contractor"), which is currently submitting a bid on a State Contract.
- 2) Contractor previously submitted a NYS Uniform Contracting Questionnaire within one year prior to the date hereof to _____ in connection with a bid on another State Contract.
- 3) Attached is an accurate and true copy of such previously submitted NYS Uniform Contracting Questionnaire.
- 4) I hereby certify that, with the exception of the information specified in questions 10 and 11, there has been no material change in the information pertaining to the Contractor specified on such attached Questionnaire, except as follows: _____

- 5) I hereby certify that there has been no change in the information pertaining to the uncompleted construction contracts of the Contractor specified in question 11 on the attached Questionnaire, except as follows:

On this _____ day of _____, 19____, before me personally came _____ to me known to be the person described herein, and who executed the foregoing instrument, and severally acknowledged that (s)he executed the same.

(Seal)

Notary Public

ARTICLE 3(a) - Instructions for Certificate of Insurance

Use this form to certify insurance coverage and provide policy information.

Contractor must fill out Section I in its entirety before sending to the insurance agent.

Contractor is encouraged to send a copy of Section VIII, "General Conditions," Article 4, along with the Certificate of Insurance Form to its insurance agent in order that all required coverages and provisions are accounted for.

Insurance Agency

- 1) Complete Section 2 of the form.
- 2) Enter N/A if No Excess Umbrella (9) policy is in effect.
- 3) All insurance certificates must have a policy number entered otherwise it will result in rejection of the certificate.
- 4) Certificates must be signed by an authorized representative of the firm.
- 5) Specify policy if other than (9) is in effect. Otherwise enter N/A.

Contractor

- 1) Complete Section I of the form.
- 2) At the top of the form, check "New" if you are submitting proof of coverage for a new contract. Check "Renewal" if you are submitting proof of renewals.
- 3) Submit original certificate and subsequent renewals to Division of Environmental Remediation, Room 267, New York State Department of Environmental Conservation, 50 Wolf Road, Albany, New York 12233-7010, **Attention:** " Gerard Burke, P.E., Project Manager , Project Manager." (See Section IV, Article 2 for name of project manager).

Certificate of Insurance

New York State Department of Environmental Conservation
 Division of Environmental Remediation
 Bureau of Construction Services
 50 Wolf Road, Albany, NY 12233-7010

NYSDEC-DER Site No. 1-52-033

Certificate of Insurance
 New Renewal

SECTION 1

Name and Address of Insured Contractor
 (for Coverages 1,2,3,4,6,7,8,9,10)
BLUE WATER ENVIRONMENTAL, INC.
1610 NEW HIGHWAY
FARMINGDALE, NEW YORK 11735

Name of Insured or Additional Insured
 (for Coverage 5,6,7 & 10)
 State of New York & NYS Department of Environmental Conservation

Location and Description of Work _____

SECTION 2

This is to certify that policies of insurance listed below have been issued to the contractor, named above, and are in force at this time.

Insurance	Policy #	Name of Company Affording Coverage	Expir. Date	Limits of Liability (in thousands)	
				Each Occurrence	Aggregate
1. Contractor's Liability	5295831	COMMERCE & IND.	1/28/00	\$5,000,000	\$5,000,000
2. Contractor's Protective Liability	5295831	COMMERCE & IND.	1/28/00	\$5,000,000	\$5,000,000
3. Complete Operations/Products	5295831	COMMERCE & IND.	1/28/00	\$5,000,000	\$5,000,000
4. Contractual Liability	5295831	COMMERCE & IND.	1/28/00	\$5,000,000	\$5,000,000
5. Owner's Protective Liability	TBA	COMMERCE & IND.	4/14/00	\$1,000,000	\$1,000,000
6. Automobile Liability	7666906	COMMERCE & IND.	1/28/00	\$4,000,000	\$4,000,000
7. Pollution Liability	5295831	COMMERCE & IND.	1/28/00	\$5 million per claim if possible	\$5,000,000
8. Worker's Comp. Disability Benefits				Limits as required by Law	Limits as required by Law
9. Excess Umbrella					
10. Other Professional Liab	5295831	COMMERCE & IND.	1/28/00	\$5,000,000	\$5,000,000

Such insurance as is herein certified: 1) applies to all operations of said insured in connection with the work required by the provisions of the documents forming this contract, 2) applies whether or not the contract documents between the insured contractor and the State of New York Department of Environmental Conservation have been executed, and 3) is written in accordance with the company's regular policies and endorsements, subject to the company's applicable manuals or rules and rates in effect as modified by this certificate and the insurance article of the contract.

No policy referred to herein shall be changed, cancelled or coverage terminated for any reason including expiration of the policy or non-payment of premiums until thirty (30) days written notice has been received by the Division of Environmental Remediation, Room 267, NYS Dept. of Environmental Conservation, 50 Wolf Road, Albany, NY 12233-7010. Such notice shall be mailed via certified or registered mail.

4/14/99

Date Issued

By

Alan S. Breda
 (Signature of Authorized Representative)

Risk Services, Inc.

Print Insurance Agency Name

Policy coverages must agree with coverages stated on the Certificate. False statements of coverage are punishable under Section 117 of the New York State Insurance Law.

THE STATE INSURANCE FUND

199 CHURCH STREET NEW YORK, N.Y. 10007

(212) 312-7318

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

BLUE WATER ENVIRONMENTAL INC
1610 NEW HIGHWAY
FARMINGDALE NY 11735

POLICY NUMBER 1060 794-3
DATE 4/14/1999
CERTIFICATE NUMBER 268-384

PERIOD COVERED BY THIS CERTIFICATE
11/02/1998 TO 11/02/1999

POLICYHOLDER
BLUE WATER ENVIRONMENTAL INC
1610 NEW HIGHWAY
FARMINGDALE NY 11735

CERTIFICATE HOLDER
NYS DEPT OF ENVIRON CONSERV
DIV OF ENVIRON REMEDIATION
BUR OF CONST SERV 50 WOLF RD
ALBANY NY122337010

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE STATE INSURANCE FUND UNDER POLICY NO. 1060 794-3 UNTIL 11/02/1999, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 11/02/1999 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 30 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

THE STATE INSURANCE FUND

H. Jacobs

HERBERT JACOBS

DIRECTOR, INSURANCE FUND UNDERWRITING

ARTICLE 3(d) - Performance Bond

BOND NO.: B294 07 11

Date Bond Executed APRIL 6, 1999

NYSDEC-DER Site Number 1-52-033

Date Contract Executed By Principal

Principal (Name and Address) BLUE WATER ENVIRONMENTAL, INC.
1610 NEW HIGHWAY, FARMINGDALE, NEW YORK 11735

Surety (Name and Address - Indicate State of incorporation and location of principal office) ^{BRANCH}
RELiance INSURANCE COMPANY, 1 PLUCKEMIN WAY, BEDMINSTER, NEW JERSEY 07921
STATE OF INCORPORATION IS PENNSYLVANIA

FIVE MILLION SEVEN HUNDRED

Full and Just Sum of Bond (Express in words) SEVENTY SEVEN THOUSAND AND 00/100

(Express in figures) \$5,777,000.00

Know all men by these presents, That we, the Principal and Surety, above named, are held and firmly bound unto the Department of Environmental Conservation for and on behalf of the People of the State of New York, hereinafter called the Department, in full and just sum of the amount stated above, good and lawful money of the United States of America, to the payment of which said sum, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has entered into a certain written contract with the Department, covering the project and specification above;

Now, Therefore, the condition of this obligation is such, that if the Principal shall well, truly and faithfully comply with and perform all of the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the Department and the People of the State of New York against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against the Department or the State of New York may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the Principal, or their (its) agents or servants, or the improper performance of the work by the Principal, or their (its) agents or servants, or the infringement of any patent or patent rights by reason of the use of materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the Surety, for value received, hereby stipulates and agrees, if requested to do so by the department to fully perform and complete the work mentioned and described in the contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, the Principal fails or neglects to so fully perform and complete the work; and the Surety further agrees to commence the work of completion within twenty days after notice thereof from the Department, and to complete the work with all due diligence.

And the Surety, for value received hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this contract or specifications, accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In Testimony Whereof, the Principal and the President and Secretary of the Surety have caused this instrument to be signed and sealed on the date shown above.

Signed, sealed and delivered in the presence of BLUE WATER ENVIRONMENTAL, INC.
Name of Corporation

Corporate Seal of Principal
if a Corporation

By MICHAEL J. POSILLICO
Print Name

[Signature] L.S.
Signature

Date 4/26/99

Corporate Seal of Surety Company - RELIANCE INSURANCE COMPANY
Corporation Surety

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
MAY 10 1999
[Signature]
ASSOCIATE ATTORNEY

1 PLUCKEMIN WAY
ALBEMINSTER, NJ 07921
Business Address

By (President) Eleanor Doudera

ELEANOR DOUDERA, ATTORNEY-IN-FACT
Attest (Secretary) [Signature]

Date APRIL 6, 1999

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of New York
County of Suffolk)
s.s.:

On the 26 day of April, 1999, before me personally came Michael Posillico
to me known, who being duly sworn, did depose and say that (s)he resides in Huntington, New York;
that (s)he is President (title) of Blue Water Environmental Inc (firm)
the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said
corporation and that (s)he signed his(her) name thereto by like order.

Seal

[Signature]
Notary Public

GRACE I. PAZOS
Notary Public, State of New York
No. 30-4863515
Qualified in Nassau County
Commission Expires June 23, 2000

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of)
s.s.:

On the ___ day of _____, 19___, before me personally came _____
to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York;
that (s)he is an officer of _____ (firm); namely, the _____
(title) of _____ (firm); that (s)he is authorized by the governing body of said corporation
to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the _____ day of _____, 19____, before me personally came _____
to me known and known to me to be a member of _____, the firm described in and which
executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on
behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the _____ day of _____, 19____, before me personally came _____
to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument,
and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

(ACKNOWLEDGMENT BY SURETY COMPANY)

State of NEW YORK)
County of NASSAU) s.s.:

On this 6TH day of APRIL, 19 99 before me personally came ELEANOR DOUDERA
to me known, who being by me duly sworn, did depose and say that he/she resides in SUFFOLK COUNTY, NY, that
he/she is the ATTORNEY-IN-FACT (title) of the RELIANCE INSURANCE COMPANY (firm), the
corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the
seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said
corporation and the he/she signed his name thereto by like order; and that the liabilities of said company do not exceed its
assets as ascertained in the manner provided by the laws of the State of New York.

(Seal)

Susan M. Ravid

Notary Public

SUSAN M. RAVID
Notary Public, State of New York
No. 01RA800823
Qualified in Nassau County
Commission Expires 12/29/99

RELIANCE SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY

RELIANCE INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Anthony J. Romano, Eleanor Douders, Thomas Bean, Fred Nischke, Gerard S. Macholz, Rita Sagistano, of Uniondale, New York their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

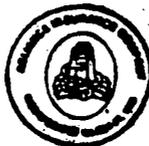
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this August 24, 1998.

RELIANCE SURETY COMPANY
RELIANCE INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

David T. Akers



STATE OF Pennsylvania
COUNTY OF Philadelphia

} ss.

On this, August 24, 1998, before me, Valencia Wortham, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal
Valencia Wortham, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 18, 2000



Valencia Wortham
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6 day of APRIL 1999

Anita Zippert
Secretary



RELIANCE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

PRINCIPAL'S ACKNOWLEDGEMENT—IF INDIVIDUAL OR FIRM

State of New York, County of _____ day of _____, 19____, before me personally came to me known to be (the individual) (one of the firm of _____) described in and who executed the within instrument, and he thereupon duly acknowledged to me that he executed the same (as the act and deed of said firm).

Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT—IF CORPORATION

State of New York, County of _____ day of _____, 19____, before me personally came to me known, who, being by me duly sworn, deposes and says: That he resides in _____ of _____ the corporation described in and which executed the within instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

Notary Public

SURETY COMPANY'S ACKNOWLEDGEMENT

State of New York, County of _____ day of _____, 19____, before me personally came to me known, who, being by me duly sworn, did depose and say: That he resides in _____ that he is Attorney-in-Fact of the RELIANCE INSURANCE COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said company; that the seal affixed to said instrument is such corporate seal of said company; that it was so affixed by the authority granted to him in accordance with the by-laws of said corporation; that he signed his name thereto by like authority; that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939 constituting Chapter 28 of Consolidated Laws of the State of New York known as the Insurance Law, issued to the RELIANCE INSURANCE COMPANY his certificate that said company is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guarantees and other obligations required or permitted by law; and that such certificate has not been revoked.

Notary Public

Financial Statement Dated December 31, 1997

ASSETS	
Cash and Short Term Investments	\$ 366,696,335
Securities (Long Term)	4,028,534,730
Premium Balances	785,004,014
Accrued Interest and Dividends	35,419,406
Federal Income Taxes	37,405,343
Other Assets	373,600,596
Total Admitted Assets	\$ 5,626,660,424

LIABILITIES	
Losses and Loss Adjustment Expense	\$ 2,632,735,351
Unearned Premiums	908,438,552
Other Taxes	12,488,219
Other Liabilities	771,585,471
Total Liabilities	\$ 4,325,247,593

CAPITAL AND SURPLUS	
Capital Stock	\$ 44,586,703
Surplus	1,256,826,128
Total Policyholders' Surplus	1,301,412,831
Total Liabilities, Capital and Surplus	\$ 5,626,660,424

State of Washington)
County of King) SS.

Larry C. Mitchell, being duly sworn, says: That he is Vice President of the RELIANCE INSURANCE COMPANY; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the Commonwealth of Pennsylvania, and has duly complied with all the requirements of the laws of said commonwealth applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of September 13, 1982, as amended (31 U.S.C. §9301 et. sq.); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December, 1997.

Sworn to me this 20th day of March, 1998.

Janis J. Crossland

Janis J. Crossland, Notary Public, State of Washington,
County of King. My Commission Expires February 5, 2000.



Larry C. Mitchell
Vice President



Labor and Material Payment Bond

BOND NO.: B294 07 11

Date Bond Executed APRIL 6, 1999

NYSDEC-DER Site Number 1-52-033

Date Contract Executed By Principal

Principal (Name and Address) BLUE WATER ENVIRONMENTAL, INC. 1610 NEW HIGHWAY, FARMINGDALE, NEW YORK 11735

Surety (Name and Address - Indicate State of incorporation and location of principal office) BRANCH RELIANCE INSURANCE COMPANY, 1 PLUCKEMIN WAY, BEDMINSTER, NEW JERSEY 07921 STATE OF INCORPORATION IS PENNSYLVANIA

Full and Just Sum of Bond (Express in words) FIVE MILLION SEVEN HUNDRED SEVENTY SEVEN THOUSAND AND 00/100 (Express in figures) \$5,777,000.00

Know all men by these presents, That We, the Principal and the Surety above named, are held and firmly bound unto the Department of Environmental Conservation for and on behalf of the People of the State of New York, in full and just sum of the amount stated above, good and lawful money of the United States of America, to the payment of which said sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has entered into a certain written contract with the Department of Environmental Conservation, covering the project and specification indicated above.

Now, Therefore, the condition of this obligation is such, that if the Principal shall promptly pay all moneys due to all persons furnishing labor and materials to him or his subcontractors in the prosecution of the work provided for in the contract, then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that the Comptroller of the State of New York having required the Principal to furnish this bond in order to comply with the provisions of Section 137 of the State Finance Law, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Section to the same extent as if they were copied at length herein; and

Further, provided, that the place of trial of any action on this bond shall be in the county in which the contract was to be performed, or if the contract was to be performed in more than one county, then in any such county, and not elsewhere.

In Testimony Whereof, the Principal and the President and Secretary of the Surety have caused this instrument to be signed and sealed on the date shown above.

Signed, sealed and delivered in the presence of BLUE WATER ENVIRONMENTAL, INC. Name of Corporation

Corporate Seal of Principal if a Corporation

By MICHAEL J. POSILLIO Print Name

Signature L.S.

Date 4/26/99

APPROVED AS TO FORM NYS ATTORNEY GENERAL MAY 10 1999 PETER FAVRETTA ASSOCIATE ATTORNEY V-34

Corporate Seal of Surety Company

RELIANCE INSURANCE COMPANY

Corporation Surety

1 PLUCKEMIN WAY
BEDMINSTER, NJ 07921

Business Address

By (President)

Eleanor Doudera

ELEANOR DOUDERA, ATTORNEY-IN-FACT

Attest (Secretary)

Arson

Date APRIL 6, 1999

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of New York)
County of Suffolk) s.s.:

On the 21 day of April, 1999, before me personally came Michael Pascelico to me known, who being duly sworn, did depose and say that (s)he resides in Huntington, New York; that (s)he is President (title) of Blue Water Environmental Inc (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Grace I. Pazos
Notary Public

GRAACE I. PAZOS
Notary Public, State of New York
No. 30-4863515
Qualified In Nassau County
Commission Expires June 23, 2000

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of _____)
County of _____) s.s.:

On the _____ day of _____, 19____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (firm; namely, the _____ (title) of _____ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 19____, before me personally came _____ to me known and known to me to be a member of _____, the firm described in, and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 19____, before me personally came _____ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

(ACKNOWLEDGMENT BY SURETY COMPANY)

State of NEW YORK)
County of NASSAU) s.s.:

On this 6TH day of APRIL, 1999 before me personally came ELEANOR DOUIDERA to me known, who being by me duly sworn, did depose and say that he/she resides in SUFFOLK COUNTY, NY, that he/she is the ATTORNEY-IN-FACT (title) of the RELIANCE INSURANCE COMPANY (firm), the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and the he/she signed his name thereto by like order, and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

Seal

Susan M. Ravid
Notary Public

SUSAN M. RAVID
Notary Public, State of New York
No. 01RA600923
Qualified in Nassau County 99
Commission Expires 12/28/

RELIANCE SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY

RELIANCE INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Anthony J. Romano, Eleanor Douders, Thomas Bean, Fred Nicholson, Gerard S. Macholz, Rita Sagistano, of Uniondale, New York their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this August 24, 1998.

RELIANCE SURETY COMPANY
RELIANCE INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

David T. Akers



STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this, August 24, 1998, before me, Valencia Wortham, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal
Valencia Wortham, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 18, 2000



Valencia Wortham
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6 day of APRIL 1999.

Anita Zippert
Secretary



RELIANCE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

PRINCIPAL'S ACKNOWLEDGEMENT—IF INDIVIDUAL OR FIRM

State of New York, County of _____, ss: _____, 19 _____, before me personally came
 On this _____ day of _____, 19 _____, before me personally came
 to me known to be (the individual) (one of the firm of _____)
 described in and who executed the within instrument, and he thereupon duly acknowledged to me that he executed the same (as the act and deed of
 said firm).

 Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT—IF CORPORATION

State of New York, County of _____, ss: _____, 19 _____, before me personally came
 On this _____ day of _____, 19 _____, before me personally came
 to me known, who, being by me duly sworn, deposes and says: That he resides in _____
 that he is _____ of _____
 the corporation described in and which executed the within instrument; that he knows the seal of the said corporation; that the seal affixed to the said
 instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the
 said instrument by like order.

 Notary Public

SURETY COMPANY'S ACKNOWLEDGEMENT

State of New York, County of _____, ss: _____, 19 _____, before me personally came
 On this _____ day of _____, 19 _____, before me personally came
 to me known, who, being by me duly sworn, did depose and say: That he resides in _____
 that he is Attorney-in-Fact of the RELIANCE INSURANCE COMPANY, the corporation described in and which executed the foregoing instrument; that
 he knows the corporate seal of said company; that the seal affixed to said instrument is such corporate seal of said company; that it was so affixed by
 the authority granted to him in accordance with the by-laws of said corporation; that he signed his name thereto by like authority; that the Superintendent
 of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939 constituting Chapter 28 of
 the Consolidated Laws of the State of New York known as the Insurance Law, issued to the RELIANCE INSURANCE COMPANY his certificate that said
 company is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guarantees and other obligations required or permitted
 by law; and that such certificate has not been revoked.

 Notary Public

Financial Statement Dated December 31, 1997

ASSETS		LIABILITIES	
Cash and Short Term Investments	\$ 366,696,335	Losses and Loss Adjustment Expense	\$ 2,632,735,351
Securities (Long Term)	4,028,534,730	Unearned Premiums	908,438,552
Premium Balances	785,004,014	Other Taxes	12,488,219
Accrued Interest and Dividends	35,419,406	Other Liabilities	771,585,471
Federal Income Taxes	37,405,343	Total Liabilities	<u>\$ 4,325,247,593</u>
Other Assets	373,600,596		
Total Admitted Assets	<u>\$ 5,626,660,424</u>		
		CAPITAL AND SURPLUS	
		Capital Stock	\$ 44,586,703
		Surplus	<u>1,256,826,128</u>
		Total Policyholders' Surplus	<u>1,301,412,831</u>
		Total Liabilities, Capital and Surplus	<u>\$ 5,626,660,424</u>

State of Washington)
 County of King) ss.

Larry C. Mitchell, being duly sworn, says: That he is Vice President of the RELIANCE INSURANCE COMPANY; that said company is a corporation duly
 organized, existing, and engaged in business as a surety by virtue of the laws of the Commonwealth of Pennsylvania, and has duly complied with all
 the requirements of the laws of said commonwealth applicable to said company and is duly qualified to act as surety under such laws; that said company
 has also complied with and is duly qualified to act as surety under the Act of Congress of September 13, 1982, as amended (31 U.S.C. §9301 et. sq.);
 that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December, 1997.

Sworn to me this 20th day of March, 1998.

Janis J. Crossland

Janis J. Crossland, Notary Public, State of Washington,
 County of King. My Commission Expires February 5, 2000.



Larry C. Mitchell
 Vice President



**CONTRACTOR'S APPLICATION FOR PAYMENT
(UNIT PRICE CONTRACT)**

Payee (Name and Address)	FOR INTERNAL USE ONLY		
	STATE COMPTROLLER'S PRE AUDIT CERTIFIED FOR PAYMENT IN THE SUM OF	Comptroller's Contract Number	D003972
	\$ _____	Certificate Number	
	By: _____	Originating Agency	
Work Period Ending	19 _____	Date Prepared	

With Final Payment Attach Labor Affidavits for Payroll Period to Conform to New York State Labor Law Section 220.

SCHEDULE I FINANCIAL STATEMENT

CONTRACT AND CHANGE ORDER AMOUNTS Line		WORK COMPLETED TO DATE Line	
1. Original Bid Price (Schedule V, Col. 1)	\$	1. Contract Work Performed (Schedule V, Col. 2)	\$
2. Change Order (Schedule VI, Col. 1)	\$	2. Change Orders (Schedule VI, Col. 2)	\$
3. Net Contract Amount	\$	3. Value earned to Date	\$
4. Maximum Retainage (5% of Line 3)	\$	4. Less Retainage (5% up to Maximum)	\$
		5. Value Earned to Date Less Retainage	\$
		6. Less Prior Payments	\$
		7. This Payment	\$

SCHEDULE II CERTIFICATION BY CONTRACTOR

_____ (Name) do hereby certify that I am _____ (Title) of the _____ Company/Corporation herein referenced and contractor for the work described in the foregoing application for payment. According to my knowledge and belief all items and amounts shown on the face of this application for payment are correct, all work has been performed and/or materials supplied, the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this application.

_____ Date _____ Signature

SCHEDULE III CERTIFICATION OF INSPECTOR

I certify that I have checked and verified the above application for payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work/or material included in this application has been inspected by me and/or by my duly authorized representative or assistants and that the work has been performed and/or materials supplied in full accordance with requirements of the referenced contract; and that payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

_____ Date _____ Architect/Engineer

SCHEDULE IV ENDORSED BY DEPARTMENT OF ENVIRONMENTAL CONSERVATION

EXAMINED AND APPROVED BY RESPONSIBLE DIVISION OR BUREAU APPROVED FOR PAYMENT BY DIVISION OF FISCAL MANAGEMENT

_____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE

EXPENDITURES							LIQUIDATION				
Dept	Cost Center	Var	Yr	Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
					Dept	Statewide					

Project:	Contract Number
	Work Period

SCHEDULE V JOB PROGRESS							
Itemized Proposal					Work Completed to Date		
Item No.	Unit Price	Estimated Quantity	Type of Work	COLUMN 1 Contract Amount	Actual Quantity	COLUMN 2 Amount	Code
				\$		\$	
			Totals	\$		\$	

SCHEDULE VI APPROVED CHANGE ORDERS												
COLUMN 1			WORK %		COLUMN 2			COLUMN 1		WORK %		COLUMN 2
No.	+	Additions - Deductions	Prior	New	Value Earned to Date	No.	+	Additions-Deductions	Prior	New	Value Earned to Date	
		\$			\$			\$	SUBTOTAL		\$	
(SUB) TOTAL		\$			\$	TOTAL		\$			\$	

**CONTRACTOR'S APPLICATION FOR PAYMENT
(LUMP SUM CONTRACT)**

Payee (Name and Address)	FOR INTERNAL USE ONLY		
	STATE COMPTROLLER'S PRE AUDIT CERTIFIED FOR PAYMENT IN THE SUM OF \$ _____ By: _____	Comptroller's Contract Number	D003972
		Certificate Number	
		Originating Agency	
Work Period Ending	19 _____	Date Prepared	

With Final Payment Attach Labor Affidavits for Payroll Period to Conform to New York State Labor Law Section 220.

SCHEDULE I FINANCIAL STATEMENT

CONTRACT AND CHANGE ORDER AMOUNTS Line		WORK COMPLETED TO DATE Line	
1. Original Bid Price (Schedule V, Col. 1)	\$	1. Contract Work Performed (Schedule V, Col. 2)	\$
2. Change Order (Schedule VI, Col. 1)	\$	2. Change Orders (Schedule VI, Col. 2)	\$
3. Net Contract Amount	\$	3. Value earned to Date	\$
4. Maximum Retainage (5% of Line 3)	\$	4. Less Retainage (5% up to Maximum)	\$
		5. Value Earned to Date Less Retainage	\$
		6. Less Prior Payments	\$
		7. This Payment	\$

SCHEDULE II CERTIFICATION BY CONTRACTOR

_____ (Name) do hereby certify that I am _____ (Title) of the Company/Corporation herein referenced and contractor for the work described in the foregoing application for payment. According to my knowledge and belief all items and amounts shown on the face of this application for payment are correct, all work has been performed and/or materials supplied. the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this application.

_____ Date _____ Signature

SCHEDULE III CERTIFICATION OF INSPECTOR

I certify that I have checked and verified the above application for payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work/or material included in this application has been inspected by me and/or by my duly authorized representative or assistants and that the work has been performed and/or materials supplied in full accordance with requirements of the referenced contract; and that payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

_____ Date _____ Architect/Engineer

SCHEDULE IV ENDORSED BY DEPARTMENT OF ENVIRONMENTAL CONSERVATION

EXAMINED AND APPROVED BY RESPONSIBLE DIVISION OR BUREAU	APPROVED FOR PAYMENT BY DIVISION OF FISCAL MANAGEMENT
DATE _____ SIGNATURE _____	DATE _____ SIGNATURE _____

EXPENDITURES							LIQUIDATION				
Dept	Cost Center	Var	Yr	Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
					Dept	Statewide					

Project:	Contract Number
	Work Period

SCHEDULE V						JOB PROGRESS					
Item	Type of Work	COLUMN 1 Detailed Estimate	Work %		COLUMN 2 Value Earned to Date	Code					
			Prior	New							
TOTALS		\$			\$						

SCHEDULE VI												APPROVED CHANGE ORDERS					
COLUMN 1			WORK %		COLUMN 2			COLUMN 1			WORK %		COLUMN 2				
No.	+	-	Additions - Deductions	Prior	New	Value Earned to Date	No.	+	-	Additions-Deductions	Prior	New	Value Earned to Date				
			\$			\$				\$	SUBTOTAL		\$				
(SUB) TOTAL			\$			\$	TOTAL			\$			\$				

Final Payment Release

For and in consideration of the receipt of final payment on the contract hereinafter identified, and in order to induce the New York State Department of Environmental Conservation (**Department**) to make such payment, the **Engineer (Contractor)** hereby releases the **Department** for any and all claims, of any nature whatsoever, arising under or in connection with the contract, except for the following claims:

(List any exempted claims)

For and in consideration of the receipt of final payment on the contract hereinafter identified, and in order to induce the **Department** to make such payment, the **Engineer (Contractor)** hereby states that it has paid all moneys due subcontractors, subconsultants, suppliers, material, men or others due payment for work or services performed in furtherance of this contract, except as follows:

(List all subcontractors, subconsultants, suppliers, etc. who have outstanding claims for payment or who have not been paid in full. A complete explanation of the facts and circumstances should be set forth on a separate sheet and attached hereto)

The **Engineer (Contractor)** hereby indemnifies and holds the **Department** and the State of New York harmless from any losses from claims, demands, payments, suits, actions, liens, recoveries and judgments of every nature and description brought or recovered against it by reason of failure to make such payments.

Contract Number D003972

Firm

Print Name

Signature

Date

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 19 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is _____ (title) of _____ (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal _____
Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (*firm*); namely, the _____ (*title*) of _____ (*firm*); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

ARTICLE 4(c)

Payment Affidavit

This Article 4(c) is not applicable

SECTION VI

Agreement

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SECTION VI

Agreement

This Agreement by and between the New York State Department of Environmental Conservation, (hereinafter referred to as Department) having offices at 50 Wolf Road, Albany, New York 12233 and Blue Water Environmental, Inc.

a corporation organized and existing under the laws of the State of New York

a partnership, consisting of

an individual conducting business as

the location of whose principal office is 1610 New Highway Farmingdale, NY 11735 hereinafter called "Contractor."

WITNESSETH

Whereas, Department is empowered by law to obtain services; the performance of these services is essential to Department; and Department, after fully examining all of its internal capabilities and thoroughly investigating all possible alternative approaches, has determined that certain tasks can best be accomplished through a contract;

Whereas, Contractor hereby represents that it is capable of providing the services which are the subject matter of this Contract;

Now Therefore, Department and Contractor, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1 - Defined Terms

Terms used in the Agreement which are defined in the Contract Documents have the intent and meanings assigned to them in the Contract Documents.

ARTICLE 2 - Work

As indicated or specified in the Contract Documents, Contractor shall complete in a timely and workmanlike manner, any and all obligations, duties and responsibilities, and provide any and all labor, materials, equipment, temporary facilities, and incidentals necessary to complete the construction generally identified and shown on the plans and Contract Documents entitled:

Dzus Fastener Site (OU2) Lake Capri/Willetts Creek
Removal and Disposal Contract

ARTICLE 3 - Engineer

Rust Environment & Infrastructure shall assume all duties and responsibilities of and have the rights and authority assigned to **Engineer** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - Contract Documents

The Documents which comprise the entire Contract between **Department** and **Contractor** concerning the Work consist of the following:

- 4.0 Appendices A and B
- 4.1 Rider to Appendix B
- 4.2 **Engineer's** written clarifications and interpretations
- 4.3 Change Orders
- 4.4 Administrative Agreements
- 4.5 Field Orders
- 4.6 Proposed Change Orders signed by **Department**
- 4.7 Approved Shop Drawings
- 4.8 Addenda
- 4.9 Agreement
- 4.10 Measurement for Payment
- 4.11 Bid Forms and Attachments Exclusive of Bonds and Insurance Certificates
- 4.12 Drawings, Plans
- 4.13 Supplementary Specifications
- 4.14 Supplementary Conditions
- 4.15 Standard Specifications
- 4.16 General Conditions
- 4.17 Supplementary Bidding Information and Requirements
- 4.18 Bidding Information and Requirements
- 4.19 Terms and Definitions
- 4.20 Advertisement
- 4.21 Bonds and Insurance Certificates

In the event of a conflict between the documents set forth above, they shall be entitled to priority according to the order in which they are listed.

ARTICLE 5 - Contractor's Representations

In order to induce **Department** to enter into this Agreement, **Contractor** makes the following representations:

- 5.1 **Contractor** has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and applicable Laws that in any manner may affect cost, schedule, progress, performance or furnishing of the Work.
- 5.2 **Contractor** has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in Information to Bidders, as provided in the General Conditions, and accepts the determination set forth in said Section to the extent of the technical data contained in such reports and drawings upon which **Contractor** is entitled to reply.

- X
- 5.3 **Contractor** has obtained and carefully studied all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, schedule, progress, performance or furnishing of the Work as **Contractor** considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by **Contractor** for such purposes.
 - 5.4 **Contractor** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by **Contractor** in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions.
 - 5.5 **Contractor** has correlated (or assumes responsibility for correlating) the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - 5.6 **Contractor** has given **Engineer** written notice of all conflicts, errors or discrepancies that he (she) has discovered in the Contract Documents and any written resolution thereof is acceptable to **Contractor**.

ARTICLE 6 - Contract Time

The number of days within which, or alternatively, the dates by which, the Work, or any specified part thereof, is to be completed (the Contract Times) are set forth as follows:

- 6.1 The Work will be Substantially Completed within one-hundred eighty-five (185) days from the date established in the Notice to Proceed.
- 6.2 Separable parts of the Work, if specified in an Attachment A to this Agreement, will be Substantially Completed within the number of days stated in Attachment A from the date established in the Notice to Proceed.
- 6.3 The Work will be completed and ready for final payment in accordance with the General Conditions within two hundred and fifteen (215) days from the date established in the Notice to Proceed or within 60 days of substantial completion, whichever is sooner.
- 6.4 **Department** and **Contractor** recognize that the Contract Time(s) specified in paragraphs 6.1, 6.2, and 6.3 above are of the essence of this Agreement, and that **Department** may suffer financial loss if the Work is not completed within the Contract Time(s) specified above, plus any extensions thereof allowed in accordance with the General Conditions, as amended or supplemented in the Supplementary Conditions.
- 6.5 Accordingly, **Contractor** agrees to forfeit and pay **Department** as liquidated damages, and not as a penalty, the amount of two thousand dollars (\$2,000.00) for each day that expires after the Contract Time specified in paragraph 6.1 above for Substantial Completion until the Work is Substantially Complete. **Contractor** further agrees to pay **Department** as liquidated damages, and not as a penalty, each of the amounts set forth in attachment a to this agreement for each day that expires after each of the contract times specified in paragraph 6.2 above for substantial completion until the each of the separable parts of the work is substantially complete. After substantial completion of the work, if **Contractor** shall neglect,

refuse or fail to complete the remaining work within the contract time or any proper extension thereof granted by **Department**, **Contractor** shall pay **Department** as liquidated damages, and not as a penalty, the amount of two thousand dollars (\$2,000.00) for each day that expires after the Contract Time specified in paragraph 6.3 above for completion and readiness for payment. These liquidated damages are additive and represent a reasonable estimate, in lieu of any such proof, of **Department's** extra expenses for Inspection, engineering services, administrative costs, and Interim excess operating costs for each day that expires after the associated Contract Time.

- 6.6 In addition to the liquidated damage amounts set forth in paragraph 6.5 above, **Contractor** agrees to pay **Department's** additional actual damages arising out of the types of expenses itemized below for each day that expires after each of the Contract Times specified in paragraph 6.1 above for Completion of each of the designated parts of the Work until each of the designated parts of the Work achieves the specified completion. These actual damages are additive and shall equal **Department's** expenditures for costs other than those itemized in paragraph 6.5, including, but not limited to, delay damage settlements or awards related to other separate contracts, delay penalties or fines imposed by regulatory agencies, contract damage and loss of use, excess financing costs, and professional fees and related expenses incurred thereto.

ARTICLE 7 - Alterations and Omissions

Department reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest; making allowances for additions and deductions with compensation made in accordance with the Contract Documents.

ARTICLE 8 - Determinations as to Variances

In case of any ambiguity in the Contract Documents, the matter must be immediately submitted to the Representative of **Department** designated in the Contract Documents, who shall adjust the same, and his (her) decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 9 - Payment Procedures

Contractor shall submit Applications for Payment on standard form in accordance with the General Conditions. Applications for Payment will be processed by **Engineer** as provided in the General Conditions, as amended or supplemented in the Supplementary Conditions and in accordance with Section 139-f of the State Finance Law.

- 9.1 **Progress Payments.** **Contractor** shall submit Applications for Payments to **Engineer** for review no more frequently than monthly in accordance with paragraph 13.2 of the General Conditions from the date when the Contract Time commences to run. **Department** shall make progress payments against the Contract Price on the basis of **Contractor's** Applications for Payment as recommended by **Engineer** as provided below. All progress payments will be calculated on the basis of the progress of the Work measured by the schedule of values established pursuant to paragraph 1.4.3 of the General Conditions. Progress payments will also be made for materials pertinent to the Contract in accordance with the General Conditions.
- 9.1.1 Prior to Substantial Completion of the Work, progress payments will be made less five percent (5%) the aggregate of payments previously made and less an amount necessary to satisfy any claims, liens, or judgements against **Contractor** which have not been suitably discharged.

9.2 **Payment upon substantial completion.** When the work or major portions thereof, as contemplated in the Contract Documents, is substantially completed, **Contractor** shall submit to **Department**, an Application for Payment in accordance with the General Conditions for the remaining amount of the contract balance or amount due for that major portion completed. **Department** will pay the remaining Contract balance, or amount due for that major portion completed, less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens, judgments against **Contractor** which have not been suitably discharged. Payment for remaining items will be made upon their completion.

9.3 **Final Payment.** Upon final completion of the physical Work and acceptance of the Work in accordance with the General Conditions, **Department** shall pay the remainder of the Contract Price as recommended by **Engineer**.

ARTICLE 10 - No Estimate on Contractor's Noncompliance

It is further agreed that so long as **Contractor** has not complied with any lawful or proper direction concerning the work or material given by **Department**, **Contractor** shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until **Contractor** has fully and satisfactorily complied with such direction.

ARTICLE 11 - Delays, Inefficiencies, and Interference

Contractor agrees to make no claim for any consequential damages attributable to any delays, or act in the performance of this contract which are not directly occasioned by any act or omission to act by the State or any of its representatives. In the event **Contractor** completes the work prior to the contract completion date set forth in the proposal, **Contractor** hereby agrees to make no claim for extra costs due to delays, interferences or inefficiencies in the performance of the work.

1) **Contractor** further agrees that it has included in its bid prices for the various items of the contract any additional costs for delays, inefficiencies, or interferences affecting the performance or scheduling of contract work caused by, or attributable to, the following instances:

- a) The work or the presence on the Site of any third party, including but not limited to that of other contractors or personnel employed by the State, or by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work by any third party.
- b) The existence of any facility or appurtenance owned, operated, or maintained by any third party.
- c) The act, or failure to act, of any other public or governmental body, including, but not limited to, approvals, permits, restrictions, regulations or ordinances.
- d) Restraining orders, injunctions, or judgments issued by a court.
- e) Any labor boycott, strike, picketing or similar situation.
- f) Any shortages of supplies or materials required by the contract work.
- g) Any situation which was, or should have been within, the contemplation of the parties at the time of entering into the contract.

ARTICLE 12 - Postponement, Suspension or Termination

- 12.1 **Department** shall have the right to postpone, suspend or terminate this Contract in whole or in part for the convenience of **Department**. If, after termination for cause of **Contractor** it is determined that no cause existed for termination of **Contractor**, such termination shall be deemed to have been made for the convenience of **Department**.
- 12.2 If this Contract is terminated by **Department** for convenience or cause, **Department** shall make payment on an equitable basis for all work performed in accordance with the Contract Documents prior to termination in accordance with paragraphs 12.3 and 12.4 below.
- 12.3 If this contract is terminated for cause, no payment shall be made for anticipated profit on unperformed work or services. Additionally, **Department** may adjust any payment due to **Contractor** at the time of termination to account for any additional costs to **Department** because of **Contractor's** default.
- 12.4 If this contract is terminated for convenience, payment shall be made for any services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Contractor** which had become firm prior to the termination.
- 12.5 Upon termination of this Contract under this Agreement, **Department** may take over the work or may award or negotiate a contract with another party to complete work required by these Contract Documents.

ARTICLE 13 - Completion of Physical Work and Final Acceptance

The time within which **Department** may bring an action on the Contract against **Contractor** shall be computed from the date of completion of the physical Work. In accordance with Section 138-a of the State Finance Law, **Contractor** shall notify **Department** in writing that the physical Work has been completed. The date of completion must be no more than thirty days prior to the date of the notice. This notice must be delivered personally or by either registered or certified mail, return receipt requested to the exact address given below.

Mr. Robert C. Knizek
Room 267, 50 Wolf Road
Albany, New York 12233-7010

If **Department** disagrees with the date set forth in the notice, it will so advise **Contractor** in writing within 30 days of receipt of the notice. This notice will be delivered by either registered or certified mail, return receipt requested to **Contractor's** address as shown in this Agreement.

If **Department** accepts **Contractor's** date of completion of physical Work, **Department's** final acceptance of work shall be as of that date.

When, in the opinion of **Department**, **Contractor** has fully performed the physical Work under the Contract, **Department** shall notify **Contractor** in writing of final acceptance.

ARTICLE 14 - Final Payment

After the final acceptance of the work, Engineer shall prepare a final agreement of the work performed and the materials placed and shall compute the value of such work and materials under and according to the terms of the contract. This agreement shall be certified, as to its correctness, by Engineer and submitted for final approval to Department. The Representative of Department designated in the Contract Documents shall have

the right to reject the whole or any portion of the final agreement, should the said certificate of **Engineer** be found or known to be inconsistent with the terms of the agreement or otherwise improperly given and upon failure of **Contractor** to provide requested documentation including but not limited to that regarding payment of wages, suppliers or subcontractors. All certificates upon which partial payments may have been made being merely estimates, shall be subject to correction in the final certificate or final agreement.

ARTICLE 15 - Disposition of Documents and Data

Upon final acceptance of work under this Contract or termination of this Contract pursuant to this Agreement, or upon written demand of **Department**, **Contractor** shall promptly deliver or otherwise make available to **Department** all data, drawings, reports, estimates, and such other information and materials as may have been accumulated by **Contractor** in performing this Contract.

ARTICLE 16 - Applicable Law; Jurisdiction; Service of Legal Process

Contractor agrees:

- 16.1 That this Agreement is subject to and governed by all applicable federal and New York State law.
- 16.2 To procure all necessary licenses and permits.
- 16.3 To voluntarily and irrevocably submit to the jurisdiction of a New York State Court of competent jurisdiction, to resolve any dispute or controversy arising out of this Contract.
- 16.4 That the venue of any action at law or in equity commenced against **Department** arising out of a Project in one of **Department's** regions, shall be in the county in that Region where **Department** regional headquarters is located.
- 16.5 That the service of legal process or any notices in connection with a dispute or controversy arising out of this Contract, by United States registered mail, postage prepaid, addressed to the Designated representative of **Department** at the address stated in the Contract. Documents shall constitute good and valid service of process upon **Engineer**.
- 16.6 To waive any defense based on or alleging lack of jurisdiction, improper venue, or invalid service, if there is compliance with paragraphs 16.3 and 16.4 in this Article.
- 16.7 This Contract may be presented in court as conclusive evidence of the foregoing agreement.

ARTICLE 17 - Sales and Use Tax Exemption

Contractor represents that this project has been bid in such a manner that **Department** has full advantage of available exemptions from sales and compensating use taxes. Accordingly, **Contractor** agrees to make all payment requests in a manner which affords **Department** full advantage of such exemptions. Further, **Contractor** agrees to complete and to require all subcontractors and material men to complete a Contractor Exempt Purchase Certificate in the name of the New York State Department of Environmental Conservation, which shall be furnished to all persons, firms or corporations from whom they purchase materials, equipment or supplies which are tax exempt by reason of the fact that they will be sold to **Department**, or will be used as an integral component in the construction, rehabilitation, or improvement of any structure of building required by the Contract Documents.

Contractor agrees to maintain and keep, and to contractually require all subcontractors and material men to maintain and keep, records relating to the tax exemption of material, equipment and Supplies for a period of six years. The six year period shall commence to run as of the date of final payment.

ARTICLE 18 - Effective Date

This Contract shall take effect as of the date it is approved and filed by the Comptroller.

ARTICLE 19 - Contract Price

The maximum payment which **Department** shall pay to **Contractor**, and which **Contractor** agrees to accept as full payment for its work under this Contract, is the total of:

1) Bid	\$ <u>5,747,000</u>
2) Bid Alternate (Pollution Liability Insurance)	\$ <u>30,000</u>
	Total \$ <u>5,777,000</u>
Plus change order(s)	

offset any monies due it from the Contractor, from payments due to the Contractor under this contract.

XII. The Contractor agrees that if selected as the lowest bidder, the Contractor will stipulate concerning adherence to the MacBride Fair Employment Principles, as prescribed by Chapter 807 of the Laws of 1992. Section 174-B of the State Finance Law requires that before entering into certain State contracts, persons or entities stipulate that they either (1) have no business operations in Northern Ireland or (2), if so engaged, will conduct such operations in accordance with the MacBride Fair Employment Principles.

For contracts competitively bid, if the lowest responsible bidder fails to stipulate as required by Section 174-B, and another bidder, whose bid price for goods, services or construction of comparable quality is within five percent of the lowest bid, has so stipulated, the contracting entity shall refer such bids to the Office of General Services. The purpose of such referral is a determination by the Commissioner of General Services whether it is in the best interests of the State to reject the low bid and to award the contract to another qualifying bidder.

XIII. Pursuant to Section 167-B of the State Finance Law, unless otherwise exempted, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or other tropical wood product in performance of the contract shall be deemed non-responsive.

XIV. In the event of a conflict between the terms of this Appendix B and the terms of the contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

Rider to Appendix B

***Standard Clauses for all NYS Department
Of Environmental Conservation Contracts***

The parties to this contract hereby agree that clause II of this Appendix B is hereby revised to read as follows:

- II. The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments, of every nature and description brought or recovered against it by reason of any acts or omissions of the Contractor, its agents, employees, or Subcontractors in the performance of this contract which are shown to have been the result of negligence, gross negligence or reckless, wanton or intentional misconduct

Department of Environmental Conservation

Dated: 5/7/99

By: Carol P. Somero
Director of Fiscal Management

Dated: 4/16/99

By: [Signature]
Contractor

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of New York)
County of Suffolk) s.s.:

On the 16 day of April, 1999, before me personally came Michael J. Rosillo to me known, who being duly sworn, did depose and say that (s)he resides in Huntington, New York; that (s)he is President (title) of Blue Water Environmental Inc (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal GRACE I. PAZOS
Notary Public, State of New York
No. 30-4863515
Qualified in Nassau County
Commission Expires June 23, 2000

Grace I. Pazos
Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (firm); namely, the _____ (title) of _____ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me known and known to me to be a member of _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

IN WITNESS WHEREOF, representatives of the Department and the Contractor have executed this Contract on the day and year written beneath their respective signatures. The signatory for the Department provides the following Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

Recommended:

By: *Michael J. Walsh*
Title: DIR. DER
Date: 4/28/99

FOR DEPARTMENT

By: *Carol P. Somers*
Title: Sup of Agcy Acct
Date: 5/7/99

FOR CONTRACTOR

By: *Michael J. Walsh*
Title: President
Date: 4/16/99

Approved as to Form:

By: _____
For Attorney General
Date: _____

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
MAY 10 1999
MICHAEL J. FAVIETTO
ASSOCIATE ATTORNEY

Approved:

By: *Shirley P. Ellis*
For State Comptroller
Date: 6/3/99

This contract is not effective until it is approved by the State Comptroller and filed in his office (Section 112, State Finance Law).

SECTION VII

Appendix A and Appendix B

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SECTION VII *Appendix A and Appendix B* VII-1

**SECTION VII
APPENDIX A
STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$10,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall be reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contractors execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(A) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

- (1) All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(B) PRIVACY NOTIFICATION.

- (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purpose and for any other purpose authorized by law.
- (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the Work) except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that

all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
One Commerce Plaza
Albany, New York 12245

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division
One Commerce Plaza
Albany, New York 12245

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. Contact the NYS, Department of Economic Development, Division for Small Business, One Commerce Plaza; Albany New York 12245, for a current list of states subject to this provision.

**APPENDIX B
STANDARD CLAUSES FOR ALL NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the Contractor, its agents, employees, or Subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. (a) Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(b) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(c) The Contractor agrees that if an actual, apparent, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the department, to avoid, mitigate, or minimize the actual or potential conflict.

(d) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure or information. If the Contractor was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(e) In addition to the requirements of the above clauses with respect to "Organizational Conflicts of Interest", the following provision with regard to employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

The Contractor agrees to notify the Department immediately of any actual, apparent or potential personal conflict of interest with regard to any employee, Subcontractor employee, or consultant working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. A personal conflict of interest is defined as a relationship of any employee, Subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, Subcontractor employee, or consultant in performing the contract work. The Department will notify the Contractor of the appropriate action to be taken.

(f) To the extent that the work under this contract requires access to proprietary of confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(g) The Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions

provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in the conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(h) The Contractor recognizes that employees in performing this contract may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all employees working on requirements under this contract including Subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(i) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (i), unless otherwise authorized by the Department. If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply:

(j) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.

(2) The Contractor, during the life of the work assignment and for a period of five (5) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(3) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted to the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations which the federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

VI. The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. The terms contained in this clause shall have the definitions as given in, and shall be construed according to the intent of Article 15-A of the Executive Law, 9 NYCRR Part 540, et. seq., Article 52 of the Environmental Conservation Law and 6 NYCRR Part 615, et. seq., as applicable, and any goals established by this clause are subject to the intent of such laws and regulations.

(a) If the maximum contract price herein equals or exceeds \$25,000, and this contract is for labor, services, supplies, equipment, or materials; or

If the maximum contract price herein equals or exceeds \$100,000 and this contract is for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon;

The affirmative action provisions and equal employment opportunity provisions contained in this paragraph and paragraphs b-f of this clause shall be applicable within the limitations established by Executive Law §§312 and 313 and the applicable regulations.

(1) The Contractor is requested to make good faith efforts to subcontract at least 15% of the dollar value of this contract to Minority Owned Business Enterprises (MBEs) and at least 5% of such value to Women Owned Business Enterprises (WBEs).

(2) The Contractor is requested to make good faith efforts to employ or contractually require any Subcontractor with whom it contracts to make good faith efforts to employ minority group members for at least 10% of, and women for at least 10% of, the workforce hours required to perform the work under this contract.

(3) The Contractor is requested to make good faith efforts to solicit the meaningful participation by enterprises identified in the NYS Directory of Certified Businesses provided by the Governor's Office of Minority and Women's Business Development

(b) The Contractor agrees to include the provisions set forth in paragraph (a) above and paragraphs (a), (b), and (c) of clause 12 of Appendix A in every subcontract in such a manner that the provisions will be binding upon each Subcontractor as to work under such subcontract. For the purpose of this paragraph, a "subcontract" shall mean an agreement providing for a total expenditure in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon in which a portion of the Contractor's obligation under a State contract is undertaken or assumed.

(c) The Contractor is requested to make good faith efforts to utilize the MBE/WBEs identified in the utilization plan to the extent indicated in such plan, and otherwise to implement it according to its terms. The Contractor is requested to report on such implementation periodically as provided by the contract, or annually, whichever is more frequent. The Contractor also agrees to incorporate into any contract with Subcontractors, provisions applicable to recordkeeping, reporting, notice requirements and actions suggested by the Department to implement the utilization plan, and the intent of the Executive Law Article 15-A, the regulations promulgated thereunder, and other applicable law and regulations.

d) The Contractor hereby agrees to comply with the intent of the applicable provisions of Executive Law Article 15-A and the regulations promulgated thereunder. Executive Law §§312 and 316 are hereby incorporated by reference.

VIII. Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

IX. The following steps, or as many as are necessary to resolve the dispute between the Department and the Contractor, are prescribed.

The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor and the Department. The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute. The decision of the designated individual shall be final and conclusive unless the Contractor files a written appeal of that decision with the designated appeal individual within twenty days of receipt of that decision.

The designated appeal individual shall review the record and the decision and confirm or reverse the initial decision in writing, in accordance with the divisional contract resolution procedures in effect at that time.

The decision of the designated appeal individual shall be final and conclusive unless the Contractor files a written

appeal of that decision with the Chair of the Contract Review Committee within twenty days of receipt of that decision. The designated individual to hear disputes is:

Bureau Director, Division of Environmental Remediation
50 Wolf Road, Albany, NY 12233-7010, Tel:(518) 457-0730

The designated appeal individual to review decisions made regarding disputes is:

Assistant Director, Division of Environmental Remediation, Room 260B
50 Wolf Road Albany, NY 12233-7010, Tel:(518) 457-0730

The Chair of the Contract Review Committee is:

Richard K. Randles, Chair, Contract Review Committee
Department of Environmental Conservation
50 Wolf Road, Room 674, Albany, NY 12233-5010, Telephone: (518) 457-1141

The Chair of the Contract Review Committee shall convene a fact-finding proceeding in accordance with the Committee's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard and to submit additional written support of its position. The Committee shall make a recommendation to the Division Director who shall render the agency determination, subject to the final approval of the Deputy Commissioner for Administration.

This decision shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules. Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract in accordance with the decision of the designated individual. Nothing in this contract shall be construed as making final the decision of any administrative officer upon a question of law.

Notwithstanding the foregoing, the following shall be subject to review by the Contract Review Committee, at the option of the Contractor: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a hearing before the Committee should be made, in writing, within twenty days of receipt of the Department's determination.

The Committee will promptly convene a hearing in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

The decision of the Deputy Commissioner for Administration shall be a final agency determination, reviewable in accordance with said Article 78 of the Civil Practice Law and Rules.X.

(a) When appropriate, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, Contractor shall distribute to each worker for this contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law §220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

XI. In accordance with State Law (Chapter 55 of the Laws of 1992), the Department has the authority to administratively

offset any monies due it from the Contractor, from payments due to the Contractor under this contract.

XII. The Contractor agrees that if selected as the lowest bidder, the Contractor will stipulate concerning adherence to the MacBride Fair Employment Principles, as prescribed by Chapter 807 of the Laws of 1992. Section 174-B of the State Finance Law requires that before entering into certain State contracts, persons or entities stipulate that they either (1) have no business operations in Northern Ireland or (2), if so engaged, will conduct such operations in accordance with the MacBride Fair Employment Principles.

For contracts competitively bid, if the lowest responsible bidder fails to stipulate as required by Section 174-B, and another bidder, whose bid price for goods, services or construction of comparable quality is within five percent of the lowest bid, has so stipulated, the contracting entity shall refer such bids to the Office of General Services. The purpose of such referral is a determination by the Commissioner of General Services whether it is in the best interests of the State to reject the low bid and to award the contract to another qualifying bidder.

XIII. Pursuant to Section 167-B of the State Finance Law, unless otherwise exempted, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or other tropical wood product in performance of the contract shall be deemed non-responsive.

XIV. In the event of a conflict between the terms of this Appendix B and the terms of the contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

Rider to Appendix B

*Standard Clauses for all NYS Department
Of Environmental Conservation Contracts*

The parties to this contract hereby agree that clause II of this Appendix B is hereby revised to read as follows:

- II. The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments, of every nature and description brought or recovered against it by reason of any acts or omissions of the Contractor, its agents, employees, or Subcontractors in the performance of this contract which are shown to have been the result of negligence, gross negligence or reckless, wanton or intentional misconduct

Department of Environmental Conservation

Dated: 5/7/99

By: Carol P. Somers
~~Director of Fiscal Management~~

Dated: 4/16/99

By: Michael J. Pullan
Contractor

SECTION VIII

General Conditions

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SECTION VIII

General Conditions

ARTICLE 1 - Preliminary Matters

Copies of Documents:

- 1.1 **Department** shall furnish to **Contractor** without charge up to ten copies of the Contract Documents. Additional copies of the Contract Documents will be furnished, upon request, at the cost of reproduction.

Preconstruction Conference:

- 1.2 No later than twenty days after the Effective Date of the Agreement, but before **Contractor** starts the Work, a conference will be held on a date and at a location set by **Department** to:
- 1.2.1 Review, item by item, the requirements of this Article;
 - 1.2.2 Review the qualifications of **Contractor's** resident superintendent and the qualifications of any Subcontractors and Suppliers of **Contractor**;
 - 1.2.3 Discuss **Contractor's** plans for complying with the requirements of Article 5 of the General Conditions;
 - 1.2.4 Formalize procedures for processing of Administrative Agreements, Payment Applications, Shop Drawings and other submittals, Change Orders and Proposed Change Orders, and **Contractor** requests for clarifications and interpretation of Contract Documents;
 - 1.2.5 Establish a working understanding among the parties as to the Work; and
 - 1.2.6 Discuss any conflicts, errors or discrepancies that **Contractor** has discovered by review of the Contract Documents.

Commencement of Contract Time and Start of Work at Site:

- 1.3 Before starting, **Contractor** shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. **Contractor** shall immediately report in writing to **Engineer** any conflict, error or discrepancy which **Contractor** may discover and shall obtain a written interpretation or clarification from **Engineer** before proceeding with any Work affected thereby.
- 1.4 Before a **Contractor** may commence Work on the site but no later than 10 days after Notice of Award, **Contractor** shall submit to **Engineer** for review and acceptance:
- 1.4.1 An interim progress schedule indicating **Contractor's** anticipated schedule for the Work for the first three months in detail and for the remainder of the Work in summary form. If **Contractor** doesn't intend to perform Work on the date when Contract Time commences, **Contractor** must notify **Department** as soon as possible in writing when work will

commence so inspection services can be scheduled to minimize cost to the **Department**. The interim progress schedule shall include the information specified in paragraphs 1.4.2 and 1.4.3.

- 1.4.2 An interim schedule of Shop Drawing, material, soil characteristic, sample collection and analytical test result submissions covering the various stages of Work detailed in the first three months of the interim Progress Schedule; and
- 1.4.3 An interim schedule of values on the form provided by **Engineer** covering the various stages of Work detailed in the first three months of the interim Progress Schedule. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by **Contractor** at the time of submission.
- 1.5 **Contractor** shall start to perform the Work on the date specified in the Notice to Proceed in a manner consistent with the Contract Documents. No Work shall be done prior to the date specified in the Notice to Proceed unless written permission to do so is given by the **Department** to the **Contractor**.

Finalizing Interim Schedules:

- 1.6 **Contractor** shall submit a proposed progress schedule to finalize the interim schedules submitted in accordance with paragraph 1.4 and the requirements of the Progress Schedule Section of the Standard Specification no later than twenty days after starting work at the site. The progress schedule shall be acceptable to **Engineer** and **Department** as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will not relieve **Contractor** from full responsibility for the progress or scheduling of the Work. The schedule of Shop Drawing, material, soil characteristic, sample collection, and analytical test results submissions shall be acceptable to **Engineer** and **Department** as providing a workable arrangement for processing the submissions. The schedule of values shall be acceptable to **Engineer** and **Department** as to form and substance. The first Application for Payment shall not be processed unless **Contractor** has submitted acceptable schedules.

ARTICLE 2 - Contract Documents: Intent, Amending, Reuse

Intent:

- 2.1 The Contract Documents comprise the entire agreement between **Department** and **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- 2.2 The Contract Documents describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may be necessary to satisfactorily complete the contract must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), even though reference may be specifically made to an earlier standard. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between Laws, the **Engineer** shall determine which shall apply and shall be binding on **Contractor**. **Contractor** has a duty to comply with the latest standard specification, manual, code, or Laws in effect at the time of opening of bids,

without any increase in Contract Price or extension in Contract Time. Clarifications and interpretations of the Contract Documents shall be issued by **Engineer** as provided in paragraph 8.4. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of **Department**, **Contractor** or **Engineer** or any of their consultants, agents or employees from those set forth in the Contract Documents. If there is any conflict or discrepancy between the provisions of the Contract Documents and any such referenced standard specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence.

- 2.3 If during the performance of the Work, **Contractor** finds a conflict, error or discrepancy in the Contract Documents, **Contractor** shall so report to **Engineer** in writing at once and before proceeding with the Work affected thereby, and shall obtain a written interpretation or clarification.

Engineer will promptly investigate the matter and respond to **Contractor**. Until such interpretation or clarification is obtained from **Engineer**, any Work done by **Contractor** after the discovery of such a conflict, error or discrepancy, which is directly or indirectly affected by same, will be at **Contractor's** own risk and **Contractor** shall bear all cost arising therefrom. In resolving such conflicts, errors or discrepancies, the Contract Documents shall be given preference in the following order:

- 2.3.1 First, in accordance with the order of preference stated in the conflicting parts of the Contract Documents as provided by Article 4 of the Agreement;
- 2.3.2 In all cases, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Detail Drawings shall govern over general Drawings, larger scale Drawings take precedence over smaller scale Drawings, Change Order or Proposed Change Order Drawings govern over Contract Drawings, and approved Shop Drawings govern over Contract Drawings. Specifications shall govern as to products, execution and workmanship, and Drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes or details in two or more Specifications, or in two or more Drawings, conflict, the requirement calling for the larger quantities, or higher quality product or workmanship shall prevail and be binding on **Contractor**, unless otherwise directed by **Engineer**.

Amending and Supplementing Contract Documents:

- 2.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways as defined in Section 2, "Terms and Definitions."
- 2.4.1 An Administrative Agreement,
- 2.4.2 A Change Order (pursuant to Article 9), or
- 2.4.3 A Proposed Change Order signed by **Department** (pursuant to Article 9).

Contract Price and Contract Time may only be changed by a Change Order.

- 2.5 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, not involving an adjustment in Contract Price or Contract Time, in one or more of the following ways:
- 2.5.1 A Field Order (pursuant to Article 8.4),
 - 2.5.2 **Engineer's** approval of a Shop Drawing or sample (pursuant to Article 5.23 thru 5.29), or
 - 2.5.3 **Engineer's** written interpretation or clarification (pursuant to Article 8.3).

Reuse of Documents:

- 2.6 Neither **Contractor** nor any Subcontractor or Supplier or other person or organization shall have or acquire any title to or ownership rights in any of the Drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of **Engineer** or **Design Engineer**; and they shall not reuse any of them on extensions of the Project or any other project without the written consent of **Engineer** or, and **Department**.

ARTICLE 3 - Availability of Lands; Physical Conditions; Reference Points

Availability of Lands:

- 3.1 As indicated in the Contract Documents, **Department** shall make available the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated for the use of **Contractor**. Easements or other authority for permanent structures or permanent changes in existing facilities will be obtained and paid for by **Department**, unless otherwise provided in the Contract Documents. If **Contractor** believes that any delay in **Department's** furnishing of these lands or easements entitles **Contractor** to an extension of the Contract Time, **Contractor** may make a request therefore as provided in Article 10 of the General Conditions. If **Department** and **Contractor** are unable to agree concerning such an extension, a claim may be made as provided in Articles 9, 10 and 11 of the General Conditions.
- 3.2 Any lands and easements for access not furnished by **Department** which **Contractor** deems necessary for the Work, including but not limited to requirements for temporary construction facilities, access and egress, or for storage of materials, shall be provided by **Contractor** at no increase in Contract Price nor extension in Contract Time. **Contractor** shall obtain all necessary permits and written approvals from the appropriate jurisdictional agencies and property owner(s) for use of premises not furnished by **Department** as described above, and for the use of all off-site areas needed for the Work including but not limited to off-site borrow pits, and waste and disposal areas. If permits and approvals do not specify the required treatment, if any, of said areas during and at the completion of the Work, the Progress Schedule must describe such treatment. Copies of all permits and approvals applicable to said areas shall be filed with the **Engineer** before utilization of any said areas. **Contractor** shall have sole responsibility for any property damage or personal injuries occasioned by an act or omission of **Contractor** in respect to all lands, and easements obtained pursuant to this paragraph.
- 3.3 Engineering survey horizontal and vertical control reference points for construction which are specified in the Contract Documents or which in **Engineer's** judgment are necessary to enable **Contractor** to proceed with the Work, will be provided by **Department**. **Contractor** shall be responsible for laying out the Work using such reference points, shall protect and preserve the established reference points; and shall make no changes or relocations without the prior written approval of **Engineer**. **Contractor** shall notify **Engineer** in writing whenever any reference point is lost or destroyed or requires relocation

because of necessary changes in grades or locations; and shall be responsible for the accurate replacement or relocation of such reference points by a professionally qualified surveyor at **Contractor's** expense.

Physical Conditions and Existing Structures:

3.4 **Explorations and Reports:** Reference is made to the Supplementary Bidding Information and Requirements for identification of those reports of explorations and tests of conditions at the site that have been utilized by **Design Engineer** in preparation of the Contract Documents; and for identification of those drawings of physical conditions in or relating to existing surface structures (except Underground Facilities referred to in paragraphs 3.6 and 3.7) which are at or contiguous to the site that have been utilized by **Design Engineer** in preparation of the Contract Documents. **Contractor** may rely upon the accuracy of the technical data contained in such reports, as to the location where and at the point in time when data was obtained, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for **Contractor's** purposes. Except as indicated in the Bidding Information and Requirements Section and in paragraphs 3.11 and 3.12, **Contractor** shall have full responsibility with respect to subsurface conditions which **Contractor** could reasonably expect or foresee by reason of the technical data and **Contractor's** inspection of the site, and with respect to physical conditions in or relating to such surface structures.

3.5 Intentionally left blank.

Physical Conditions - Underground Facilities Shown or Indicated:

3.6 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the **Design Engineer** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

3.6.1 **Department** shall not be responsible for the accuracy or completeness of any such information or data; and,

3.6.2 **Contractor** shall have responsibility: a) for reviewing and checking all such information and data; b) for locating all Underground Facilities shown or indicated in the Contract Documents as to depth and alignment in advance of installations, backfilling or other work required by the Contract Documents; c) for coordination of the Work with the owners of such Underground Facilities during construction, d) for the safety and protection thereof, and e) for repairing any damage thereto resulting from the Work. The cost of and the time required to perform the responsibilities outlined in this paragraph will be considered as having been included in the Contract Price and in **Contractor's** schedule for the performance of the Work within the prescribed Contract Time(s) and **Contractor** shall not be entitled to additional payment therefor.

3.6.3 **Contractor** shall excavate and uncover all Underground Facilities to be crossed or paralleled by the proposed Work a sufficient time in advance to permit change in line and grade of the existing Underground Facility or the proposed Work if the location of the existing Underground Facility should interfere with the Work. Further, at a reasonable interval of time, up to thirty days, will be allowed to **Engineer** and **Department** in order to resolve issues relating to Underground Facilities shown or indicated which are determined to interfere with the Work. This interval of time will be considered as having been included in the Contract Price and in **Contractor's** schedule for the performance of the Work within the

Contract Time unless otherwise agreed to in writing by **Department**. If more than thirty days is consumed in resolving such issues, no claim will be allowed unless: 1) **Contractor** has given the notice required in paragraph 3.7 of the General Conditions, and 2) within fifteen days thereafter, **Contractor** has submitted to **Department** a written Proposed Change Order claim in accordance with the requirement of Article 9, 10 and 11 of the General Conditions and the Standard Specifications.

- 3.6.4 Where it is necessary for the Work to be close to or between other underground facilities or structures for short distances. **Contractor** shall shore, block, and protect the other underground facilities or structures to the satisfaction of the utility agency, state agency, municipality or private owner having ownership or jurisdiction over said underground facilities or structures.
- 3.6.5 Access to various municipal structures shall not be obstructed by **Contractor** to prevent use of hydrants, valves, manholes, fire alarms, etc. **Contractor** is to make no connections to existing water mains, or operate valves on existing mains, or otherwise interfere with the operation of the existing water distribution system, without first giving written notice to the owners of such municipal structures and securing their written approval of the proposed action.

Underground Facilities Not Shown or Indicated:

- 3.7 If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which **Contractor** could not reasonably have been expected to be aware of, **Contractor** shall promptly after learning thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 5.22), identify the owner of such Underground Facility and give written notice of such uncovering to that owner and to **Engineer** and **Department**. **Engineer** and **Department** will promptly review the situation to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and take prompt action to amend the Contract Documents to the extent necessary. During such time, **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20.
 - 3.7.1 **Contractor** shall schedule excavation and uncovering Work to begin a sufficient time in advance to allow **Engineer's** review and the possible amendment to the Contract Documents if unanticipated Underground Facilities are discovered as described in paragraph 3.7. Further, up to thirty days, will be allowed to **Engineer** and **Department** to resolve issues and problems related to a report of newly discovered Underground Facilities, not shown or indicated. This interval of time will be considered as having been included in the Contract Price and in **Contractor's** schedule for the performance of the Work within the Contract Time and **Contractor** shall not be entitled to any additional payment therefor.
 - 3.7.2 No claim by **Contractor** under paragraph 3.7 of the General Conditions will be allowed unless more than thirty days has elapsed and 1) **Contractor** has given the notice required in paragraph 3.7 of the General Conditions, and 2) within fifteen days thereafter, **Contractor** has submitted to **Department** a written Proposed Change Order claim in accordance with the requirements of Articles 9, 10 and 11 of the General Conditions, and the Standard Specifications.

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Report of Differing Site Conditions:

- 3.8 If **Contractor** believes that any subsurface or physical condition uncovered or revealed at the site renders materially inaccurate any information in the Contract Documents or technical data on which **Contractor** was entitled to rely as provided in paragraph 3.4 or 3.6, **Contractor** shall, immediately after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.22), notify **Department** and **Engineer** in writing about the inaccuracy or difference to allow **Department** and **Engineer** to make any necessary changes to minimize the cost of the Work.
- 3.9 **Engineer's and Department's Review:** **Engineer** and **Department** will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and notify **Contractor** in writing of findings and conclusions. Immediately thereafter, **Department** shall perform or cause to be performed any necessary or appropriate additional investigations and tests with respect to the newly discovered conditions and furnish copies to **Contractor**.
- 3.10 **Possible Document Change:** If **Engineer** concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Proposed Change Order or a Change Order will be issued as provided in Article 9 to reflect and document the consequences of the inaccuracy or difference, provided **Department** has not exercised its right to suspend or terminate under Article 14 of Section 8, "General Conditions", Appendix B, or Article 12 of Section 6 "Agreement."
- 3.11 **Possible Contract Adjustment:** An increase or decrease in the cost of, or the time required to perform any part of the Work, whether or not affected by such differing conditions, and a corresponding adjustment in Contract Price or Contract Time in accordance with Articles 9, 10 and 11 of the General Conditions, or any combination thereof, may be allowable to the extent that they are attributable to any such inaccuracy or difference which **Contractor** could not reasonably have been expected to anticipate or be aware of. If **Department** and **Contractor** are unable to agree as to the adjustment in Contract Price or Contract Time, or if **Engineer** concludes that there is not a material error in the Contract Documents, or that the uncovered or revealed condition could reasonably have been anticipated by **Contractor**, and **Contractor** disagrees, a claim may be made therefor as provided in Articles 9, 10 and 11 of the General Conditions.
- 3.12 No claim by **Contractor** under paragraph 3.11 of the General Conditions will be allowed unless: 1) **Contractor** has given the notice required in paragraph 3.8 of the General Conditions, and 2) within fifteen days thereafter, **Contractor** has submitted to **Department** a written Proposed Change Order substantiating in detail **Contractor's** proposed adjustments in accordance with the requirements of Articles 9, 10 and 11 of the General Conditions, and the Standard Specifications.
- 3.13 **Responsibilities and Allowances:** **Contractor** shall schedule excavation and uncovering of Work to begin a sufficient time in advance to allow **Engineer's** review as described in paragraph 3.9, and **Department's** issuance of a Change Order or a Proposed Change Order as described in paragraph 3.10 in connection with a report of differing conditions. Further, a reasonable interval of time, not less than thirty days will be allowed to **Engineer** and **Department** for those functions required to resolve any report of differing conditions. This interval of time will be considered as having been included in the Contract Price and in **Contractor's** schedule for the performance of the Work within the Contract Time. If more than thirty days is used, no claim will be allowed unless (1) **Contractor** has given the notice required in paragraph 3.8 of the General Conditions, and (2) within fifteen days thereafter, **Contractor** has submitted to **Department** a written Proposed Change Order claim in accordance with the requirements of Articles 9, 10 and 11 of the General Conditions, and the Standard Specifications.

ARTICLE 4 - Bonds and Insurance

Performance and Other Bonds:

- 4.1 **Contractor** shall furnish performance, labor and material payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all **Contractor's** obligations under the Contract Documents. These Bonds shall remain in effect until at least one year after the date when final payment is made, unless otherwise provided by Law or by the Contract Documents. **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall: a) be in the form prescribed by the Contract Documents; and b) be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsuring Companies" as published by the U.S. Treasury Department. Also the surety shall be licensed to do business in New York State. All Bonds signed by an agent must be accompanied by a certified true copy of the agent's power of attorney. **Contractor's** failure to submit and keep in effect a Bond or form of financial security acceptable to **Department** in the manner required by this paragraph shall be cause for termination. **Contractor** shall give written notice to **Department** and reference the site number and project name, if the surety on any Bond furnished by **Contractor** is declared bankrupt, becomes insolvent, its right to do business is involuntarily terminated by any state or federal agency, it ceases to meet the requirements of paragraph 4.1, **Contractor**, if required by **Department**, shall within fourteen days substitute another Bond or Surety, in an acceptable form of financial security. The top of all bonds shall have "NYSDEC-DER Site No."

If the provision of any bond requires that the surety be notified of any change in the Work, it shall be **Contractor's** responsibility to so notify the surety. **Contractor** shall furnish **Department** any modified bond.

Insurance - All Types:

- 4.2 **Contractor** shall purchase and maintain at its own expense the specific coverages and types of insurance set forth in this Article. 4.2 through 4.4.3 except as noted in 4.3.
- 4.2.1 **Contractor** shall not commence or continue to perform any work unless and until **Contractor** has in full force and effect all required insurance, and until **Contractor** has submitted true copies of all endorsements (i.e., amendments) and a copy of the Certificate of Insurance attached herein to **Department** evidencing the specific insurance coverage required. No payment for work performed shall become due and payable unless current certificates and endorsements have been received.
- 4.2.2 **Contractor** shall not permit any Subcontractor, Supplier or other person or organization to perform Work unless the following insurance requirements at a minimum have been complied with by such Subcontractor, Supplier or other person or organization and proof of the issuance of all policies of insurance has been delivered to **Contractor**.
- 4.2.2.1 Comprehensive general liability insurance providing coverage as herein required of **Contractor** including Contractors' Protective Liability Insurance, Completed Operations Insurance, Products Liability Insurance and Contractual Liability Insurance. Insurance must be project specific or contain an endorsement (i.e., amendment) in writing (including print or stamp) added to and made part of the insurance contract for the purpose of changing the original terms such that the

general aggregate limit applies separately to each of **Contractor's** projects away from premises owned by or rented to **Contractor**.

Commercial General liability insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage, liability assumed in a contract (including tort liability of another assumed in a contract) and explosion, collapse and underground coverage.

- Products and Completed Operations Coverage shall include a provision that coverage will extend for a period of at least twelve (12) months after the date of final completion and acceptance by the **Department** of all of **Contractor's** work.

4.2.2.2 Comprehensive Business automobile liability insurance with a limit of not less than \$1,000,000 with **Department** listed as an additional insured.

4.2.2.3 Worker's Compensation, Employers Liability and Disability Benefits as required by State Law covering all employees doing work within New York State. If workers will be working on, or near navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included. This contract shall be void and of no effect unless the contractor procures this policy and maintains it in effect until final acceptance of this work.

4.2.2.4 Owner's (**Department's**) and **Contractor's** Protective Liability Insurance issued to and in the name of The People of the State of New York, and the **Department** with limits not less than \$1,000,000 per occurrence.

4.2.2.5 **Pollution Liability Insurance:** If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, the **Contractor** shall maintain in full force and effect throughout the Term, pollution legal liability insurance with limits of not less than \$1,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the State of New York and/or the **Department**, arising from **Contractor's** work and list **Department** as an additional insured. Claims made policies shall have a one (1) year tail beyond the date **Department** determines physical completion.

- If coverage is written on claims-made policy, the **Contractor** warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

4.2.2.6 **Errors and Omissions:** If providing professional services, **Contractor** shall maintain, or if subcontracting professional services, shall certify that its subcontractor maintain errors and omissions liability insurance with a limit not less than \$1,000,000 per loss.

- Such insurance shall apply to professional errors, acts or omissions arising out of the scope of services covered by this contract and may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring or laboratory analyses.
- If coverage is written on a claims-made policy, the **Contractor** warrants that any applicable retroactive date precedes the effective date of this contract; and that continuous coverage will be maintained, or an extended discovery period exercised for a period not less than two years from the time the work under this contract is completed.

4.2.3 Insurance shall be issued by carriers licensed to do business in New York State. Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If during the term of the policy, a carrier's rating falls below "A-" Class VII, the insurance must be replaced no later than the renewal date of the policy, with an insurer acceptable to the **Department** and rated at least "A-" Class VII in the referenced report.

4.2.4 Acceptance by **Department** of the insurance provided by **Contractor** shall not relieve **Contractor** from liabilities, obligations, responsibilities or decrease the liabilities of **Contractor** hereunder. It is understood that **Department** does not in any way represent that the insurance or the limits of insurance specified in the Article is sufficient or adequate to protect **Contractor's** interests or liabilities, but are merely minima.

4.2.5 All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed, as set forth in the Contract Documents. Completed operations insurance shall remain in effect until one year after the date of final acceptance of work under the contract, or one year after **Contractor** or any Subcontractor performs any work under the Contract, whichever is later. Should any coverage approach expiration during the period in which it must remain in full force and effect, it shall be renewed prior to its expiration, and a certificate again filed with **Department**. Also, any endorsements (i.e., amendments) which change insurance during the length of the contract shall also be submitted to **Department** for acceptance. All insurance policies shall require notice to **Department** 30 days prior to expiration, termination, or suspension of such policy, directed to the attention of **Department**. Expiration of any coverage shall be grounds for termination of contract for cause, at the option of **Department**. If any insurance provided hereunder contains an aggregate limit, the aggregate shall apply separately to this contract and shall not be less than \$2,000,000. **Department** may suspend or terminate this contract unless Contractor maintains in full force and effect, the types and amounts of insurance required by this contract. No later than thirty (30) days prior to the expiration or renewal date of policy the **Contractor** should supply replacement certificates of insurance.

4.2.6 **Contractor** shall deliver, if requested by **Department**, duplicate originals of each policy required by Contract Documents, as well as insurance policies of Subcontractors, in such number as **Department** may require, and such alternate or additional proof of coverage as **Department** demands. **Contractor** shall provide prompt, written notice to the Department

and its insurer, of any claims made related to work done hereunder, in accordance with the insurance policy provisions.

- 4.2.7 Nothing contained in these insurance requirements shall be construed to limit the liability of **Contractor** or **Contractor's** insurance carriers.
- 4.3 **Additional Pollution Liability Insurance:** In addition, **Contractor** shall provide project specific Pollution Liability Insurance in an additional amount of not less than \$4,000,000, for a total of \$5,000,000, per claim if possible unless otherwise authorized in writing by the **Department**. If **Contractor** cannot obtain this additional level of coverage of \$4,000,000, the following documentation is required: written confirmation by **Contractor** from at least three insurance carriers. The cost of this additional pollution liability insurance will be reimbursed by **Department**. **Department** will determine if it is in **Department's** best interest to have this additional insurance.
- 4.4 If required by the Supplementary Conditions or Law, **Contractor** shall purchase and maintain at its own expense insurance otherwise deemed necessary by **Department** with **Department** listed as an additional insured.
- 4.4.1 Where special or unusual hazards peculiar to this contract are foreseeable, **Contractor** shall take such steps as are necessary to insure itself against such hazards and be responsible for any damage, including water, which results from the occurrence of the hazards in connection with the performance of Work under the Contract.
- 4.4.2 **Contractor** shall purchase and maintain insurance which complies with the requirements of the Flood Disaster Protection Act.
- 4.4.3 **Contractor** shall maintain until the physical completion date builder's risk insurance on the Builder's Risk Completed Values Form with extended coverage, on the value of the work which shall be the contract amount. Whenever applicable, the Contractor's Interest Completed Value Form may be used. The extended coverage endorsement may include a loss deductible clause of \$100.00. **Department** shall be listed as an additional insured. The Builder's Risk policy shall include the following endorsement. "It is made a condition of this insurance that occupancy of the premises shall not require consent of the insurance company nor rate of adjustment."

ARTICLE 5 - Contractor's Responsibilities

Supervision and Superintendence:

- 5.1 **Contractor** shall supervise and direct the Work required by the contract competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. **Contractor** shall be responsible for the means, methods, techniques, sequences and procedures of construction; except that **Contractor** shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. **Contractor** shall be responsible to see that the finished Work conforms with the Contract Documents.
- 5.2 **Contractor** shall keep on the Site of the Work at all times during its progress, a competent and reliable resident superintendent, who shall not be replaced without written approval of **Department**. The superintendent will be **Contractor's** representative at the site and shall have authority to act on behalf

of **Contractor**. All communications given to the superintendent shall be as binding as if given to **Contractor**.

- 5.2.1 **Department** may require immediate replacement of the superintendent upon written notice for cause.
- 5.2.2 The superintendent and similar authorized representatives of any Subcontractors as requested by **Department** or **Engineer** shall attend all meetings pertaining to the Work.
- 5.2.3 Whenever the superintendent is not present for performance of a particular part of the Work and **Engineer** is not able to give to **Contractor**, through the superintendent, information relative to an interpretation of the Contract Documents, or relative to disapproval or rejection of materials or the performance of such work, **Engineer** may so inform the worker in charge of such Work. Information so given shall be binding as if given to superintendent.
- 5.2.4 **Contractor** shall issue all communications to **Department** through **Engineer** except as provided by Contract Documents. All written correspondence to **Engineer** shall be copied to **Department**.

Labor, Working Hours, Materials and Equipment:

- 5.3 **Contractor** shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. **Contractor** shall, at all times, employ labor and equipment which shall be sufficient to prosecute the several classes of work to full completion in the manner and time specified. All workers must have sufficient skill, experience and Health and Safety training required to perform properly the work assigned them. All workers engaged on special or skilled work shall have had sufficient experience in such work to perform properly and satisfactorily including operation of any equipment involved. Any person employed by **Contractor** or Subcontractor whom the **Engineer** or **Department** may determine incompetent or unfit to perform the work shall be at once discharged or reassigned and not again be employed on Work in connection with this Contract. The **Contractor** may request review by **Department** regarding the discharge of such employee(s). **Contractor** shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during normal working hours as defined in paragraph 5.3.1 below, and **Contractor** shall not permit overtime Work or the performance of Work during hours other than normal Working hours without: a) prior written notice to **Engineer**; b) **Department's** written consent; and c) written approval from the New York State Department of Labor as required by law.
 - 5.3.1 Normal working hours shall be defined as a normal working schedule which a) does not exceed eight hours per working day, occurring between the hours set forth at the pre-construction conference, or if none are set forth, beginning no earlier than 7:00 a.m. and ending at no later than 5:00 p.m.; and b) does not exceed 40 hours per week, excluding overtime Work, Work on Saturdays, Sundays, and legal holidays (New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas). Work during other than normal working hours may be scheduled by **Contractor** by first obtaining written permission from **Department** and as provided in Section 5.3. **Department** shall be entitled to recover extra costs incurred in providing inspection related to Work done during other than normal working hours in accordance with paragraph 5.3.5 below.

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- 5.3.2 If **Contractor**, for convenience, voluntarily chooses to schedule Work during hours other than normal working hours at no increase in Contract Price, **Contractor** shall submit details of such proposed schedule with the interim Progress Schedule described in paragraph 1.6 of the General Conditions. Any Progress Schedule calling for Work outside of normal working hours shall be reviewed for acceptance by **Engineer** and **Department** and must be in accordance with the requirements of the New York State Labor Law and Articles 1.6 and 5.3 of the General Conditions.
- 5.3.3 If at any time subsequent to the submission and approval of the Progress Schedule pursuant to the General Conditions and the Standard Specifications, an event or delay not meeting the requirements for extensions in Contract Time set forth in Articles 9, 10 and 11 of the General Conditions occurs, and requires **Contractor** to schedule Work during hours other than normal working hours for **Contractor's** convenience and at no increase in Contract Price, **Contractor** shall submit, at least ten working days in advance of the acceleration period, a proposed revised accelerated schedule for review by **Engineer** and **Department**. If **Department** accepts the revised accelerated Progress Schedule, **Department** will so notify **Contractor** in writing.
- 5.3.4 If the accelerated Progress Schedule pursuant to paragraph 5.3.2 or 5.3.3 is accepted by **Department**, **Contractor** shall reimburse **Department** for all extra costs incurred in providing inspection during hours other than normal working hours in accordance with paragraph 5.3.5 below. Acceptance by **Department** of the accelerated Progress Schedule shall not justify an increase in Contract Price; any increase in **Contractor's** cost to perform the Work, or any part thereof, whether or not affected by **Contractor's** initiated acceleration proposal, shall remain the responsibility of **Contractor**.
- 5.3.5 **Contractor** shall reimburse **Department** for the extra costs incurred in providing inspection during hours other than normal working hours when **Department** considers that the additional hours are due to **Contractor's** inefficiencies or delays. Reimbursement may include but may not be limited to costs for **Engineer**, Resident Project Representatives, administrative expenses and other related costs. Reimbursement for **Engineer's** charges shall be in amounts equal to **Engineer's** charges to **Department** for inspection during hours other than normal working hours under the terms of **Engineer's** agreement with **Department**. In the event **Contractor** fails to pay such costs within 30 days after receipt of an invoice from **Department**, a Change Order or Proposed Change Order may be issued incorporating the unpaid amounts, and **Department** shall be entitled to an appropriate decrease in Contract Price.
- 5.3.6 **Department** may direct **Contractor** to accelerate if the progress of Work indicates **Contractor** may not be able to complete the contract within the contract terms. **Contractor** shall be responsible for all increased costs due to the acceleration.
- 5.4 Unless otherwise specified in the Contract Documents, **Contractor** shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, storage areas, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 5.4.1 All water for testing, flushing and construction shall be furnished by **Contractor**. If water is available from **Department** and **Department** agrees to its use, **Contractor** shall connect to **Department's** water system at a point approved by **Department**. **Department** will charge

Contractor for water used in performing the above functions in accordance with **Department's** established rate schedule. There shall be installed at each and every connection to any water supply: (a) a meter accepted by **Department** or Owner of water supply, and (b) a backflow preventer device accepted by the New York State Department of Health.

- 5.4.2 In the event that **Contractor** wishes to utilize water from **Department's** facilities as a substitute source of test water, **Contractor** shall submit sufficient information in accordance with paragraph 5.7.2 of the General Conditions to allow **Engineer** to evaluate the substitution. Such information shall in addition include a description of the necessary equipment and temporary facilities needed to implement the substitute and an estimate of the costs savings anticipated. In the event that the substitution is accepted by **Engineer** pursuant to the requirements of paragraph 5.7.3 of the General Conditions and allowed by **Department**, and the supply of water is inadequate in quantity or quality, **Contractor** shall be responsible for obtaining other sources of test water at no increase in Contract Price or extension in Contract Time.
- 5.4.3 **Contractor** shall light the parts of the Work performed during working hours in the manner required by law and as required by **Engineer** or **Department**.
- 5.5 Except as otherwise provided in the Contract Documents, all materials shall be of good quality, good condition and new, and all equipment shall be new, or should be in good working order and of good quality. As required by **Engineer**, **Contractor** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.
- 5.5.1 **Contractor** shall provide to **Department** for **Department's** benefit through **Engineer** all manufacturers' warranties for materials, and products incorporated into the Work, or required by the Contract Documents to be furnished by **Contractor**.
- 5.5.2 **Contractor** shall obtain from manufacturers of all materials and products complete information as to any special condition, or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for installation and use of the product, the **Contractor** shall notify **Engineer** of same for appropriate action. Lack of such notification shall constitute a certification and guarantee by **Contractor** that Specification requirements will be met by such materials and products to be incorporated.
- 5.5.3 **Contractor** shall submit data on all products to be incorporated into the Work required by the Contract Documents, including but not limited to complete maintenance instructions (including preventive maintenance and operating requirement data) and parts lists in sufficient detail to facilitate ordering replacements, in accordance with the procedures set forth in the Special Supplementary Conditions, the Standard Specifications or the Supplementary Specifications.

Adjusting Progress Schedule:

- 5.6 **Contractor** shall report on the status of and revise the Progress Schedule to **Engineer** and **Department** by delivering Progress Schedule status and update submittals to **Engineer** in accordance with the Specifications and Article 1.6 of the General Conditions. If **Contractor** does not adequately update the

Schedule. **Department** may reject **Contractor's** requests for payment, provided that **Department** gives **Contractor** 10 days written notice of its intention to do so.

"Or-Equal" or Substitute Items:

5.7.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, quality, performance and design criteria required. Unless the name is followed by words indicating that no "or equal" or substitution is permitted, materials or equipment of other Suppliers may be accepted by **Engineer** if sufficient information is submitted by **Contractor** to allow **Engineer** to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by **Engineer** will include the following as supplemented in the Contract Documents. Requests for review of "or equal" or substitute items of material and equipment will not be accepted by **Engineer** from anyone other than **Contractor**. If **Contractor** wishes to furnish or use an "or equal" or substitute item of material or equipment, **Contractor** shall make written application to **Engineer** for acceptance thereof, certifying that the proposed "or equal" or substitute shall perform the functions and achieve the results called for by the general design, be similar and of equal substance and quality to that specified and be suited to the same use as that specified.

5.7.1.1 The application shall state that the evaluation and acceptance by **Engineer** of the proposed "or equal" or substitute shall not prejudice completion of the Work, or any part thereof, within the Contract Time, or contract times (including **Contractor's** achievement of Substantial Completion on time), whether or not acceptance of the "or equal" or substitute for use in the Work would require a change in the Work, or any part thereof, or would require the **Department** or others having a contract with **Department** for Work on the Project to adapt the Contract Documents to the proposed "or equal" or substitute; and whether or not incorporation or use of the "or equal" or substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed "or equal" or substitute from that specified shall be identified in the application and available maintenance, repair and replacement services shall be indicated. The application shall also contain an itemized estimate of all increases or decreases in the following costs: 1) the cost of, or the time required to perform any part of the Work, and the corresponding adjustments in Contract Price and Contract Time, resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, or claims of other contractors affected by the resulting "or equal" or substitute, and 2) increases or decreases in operating, maintenance, repair, replacement or spare part costs, all of which shall be considered by **Engineer** in evaluating the proposed "or equal" or substitute. In rendering a decision, **Department** and **Engineer** shall at a minimum, have access to any available Total Float in the approved Progress Schedule. **Engineer** may require **Contractor** to furnish at **Contractor's** expense additional data about the proposed "or equal" or substitute.

5.7.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, **Contractor** may furnish or utilize a substitute only if first approved by **Engineer**. **Contractor** shall submit in writing sufficient information to allow **Engineer** to determine that the substitute proposed is equivalent to that indicated or

required by the Contract Documents. The procedures for review by **Engineer** established by paragraph 5.7.1, and as may be supplemented in the Contract Documents, will apply to reviews under this paragraph.

- 5.7.3 **Engineer** shall be allowed a reasonable time as determined by **Department** within which to evaluate each proposed "or equal" or substitute. **Engineer** and **Department** shall be the sole judge of acceptability, and no "or equal" or substitute shall be ordered, installed or utilized without **Engineer's** prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. **Department** may require **Contractor** to furnish at **Contractor's** expense a special performance guarantee or other financial security with respect to any substitute. **Engineer** will keep record of the time required by **Engineer** and **Engineer's** consultants in evaluating "or equals" or substitutions proposed by **Contractor** and in making changes in the Contract Documents occasioned thereby. Whether or not **Engineer** accepts an "or equal" or proposed substitute, **Department** shall be entitled to an offset against any payment due **Contractor** for the charges of **Engineer** and **Engineer's** consultants for evaluating each proposed "or equal" or substitute after the second submittal on such item. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit **Department**, and an appropriate Change Order or Proposed Change Order shall be executed to reflect the difference in cost. If **Engineer** or **Department** determine that the deduction proposed by **Contractor** does not reflect the net difference in cost, then this shall be adequate justification to reject the proposed substitute. Additional construction and/or engineering costs identified after **Department's** acceptance of the proposal and resulting from installation of an "or equal" or substitute shall be borne by **Contractor**.

Subcontractors, Suppliers and Others:

- 5.8.1 **Contractor** shall not employ nor award Work to Subcontractors in excess of the amount specified in Article 7 of the Supplementary Bidding Information and Requirements Section. Such percentage may be increased by an Administrative Agreement if, during performance of the Work, **Contractor** requests an increase and **Department** at its sole discretion determines that the increase would be to **Department's** advantage. **Contractor** shall submit to **Department** a statement stating the character and amount of the work to be subcontracted and the party to whom it is proposed to subcontract the work. **Contractor** shall not employ any Subcontractor, Supplier or other person or organization whether initially or as a substitute, unless first approved by **Department**.
- 5.8.2 Wherever Work to be performed by **Contractor** or by a Subcontractor is dependent upon Work of other Subcontractor(s) or the work of separate contractor(s), then **Contractor** shall require such Subcontractor(s) whose Work is so dependent to:
- 5.8.2.1 Provide necessary notices of delay, data or other requirement(s) for performance of dependent Work or work of separate contractor(s),
 - 5.8.2.2 Supply and/or install items to be built into dependent Work or work of separate contractor(s),
 - 5.8.2.3 Make provisions for dependent Work or work of separate contractor(s),
 - 5.8.2.4 Examine previously placed dependent Work or work of separate contractor(s),

- 5.8.2.5 : Check and verify dimensions of previously placed dependent Work or work of separate contractor(s).
- 5.8.2.6 Notify **Engineer** in writing immediately upon determining previously placed dependent Work or work of separate contractor(s), the dimensions of which are unsatisfactory or will prevent a satisfactory installation of Work.
- 5.8.2.7 Not proceed with Work until the unsatisfactory dependent conditions which prevent satisfactory installation of Work have been corrected.

Installation of Work by **Contractor** or by a Subcontractor in any given area shall constitute acceptance by **Contractor** or by such Subcontractor of all previously placed dependent Work or work of separate contractor(s) and after such acceptance **Contractor** shall not make any claims for additional costs based on alleged deficiencies in such Work.

- 5.8.3 Whenever other **Contractors** will perform portion(s) of the work that depend on the **Contractor's** portion of the Work; **Contractor** shall provide all of the notices and information listed in 5.8.2. to such other **Contractors** in a timely manner.
- 5.9 **Contractor** shall be fully responsible to **Department** and **Engineer** for **Contractor's** acts and omissions and all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a contract with any level of Subcontractor or Supplier. Nothing in the Contract Documents shall create any contractual relationship between **Department** or **Engineer** and any such Subcontractor, Supplier or other person or organization. **Department** or **Engineer** may furnish to any Subcontractor or Supplier, to the extent practicable, evidence of the payments made to **Contractor** on account of specific Work done.
- 5.10 The various sections, divisions and subdivisions of the Standard and Supplementary Specifications and the identifications of any Drawings shall not control **Contractor** in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The Standard Specifications, Supplementary Specifications, and Drawings are complementary to each other and are to be read as a whole. Anything mentioned or shown in a division of such Specifications, or Drawings or in a specific trade Drawing shall be effective as if shown in all divisions of such Specifications and in all Drawings. In addition to the requirements of paragraphs 5.23 through 5.29 of the General Conditions, shop drawings of a specific trade shall be compared to and coordinated with those from other trades by **Contractor** before submission to **Engineer**.
- 5.11 All Work performed for **Contractor** by a Subcontractor will be pursuant to an appropriate agreement between **Contractor** and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of **Department**.

Patent Fees and Royalties:

- 5.12 **Contractor** shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, device or intellectual processes which is the subject of patent rights or copyrights held by others, both when a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and otherwise. It is the intent of the parties that whenever **Contractor** is required or desires to use any design, device, material or process covered by letters, patent, trademark or copyright, the right for such use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of this agreement shall be filed with **Engineer**. However, whether or not such agreement is made or filed as noted, **Contractor** and **Contractor's** surety in all cases shall indemnify and hold harmless **Department** and **Engineer** and their employees as provided in paragraph 5.12.1 thereof and in Appendix B.
- 5.12.1 **Contractor** shall, at its expense, defend any suit instituted against **Department** and indemnify **Department** against any award of damages and costs made against **Department** by a final judgment of a court of last resort based on the claim that any of inventions, designs, processes, products, devices or intellectual processes furnished by or used in the performance or incorporated in the Work by **Contractor** or any Subcontractor or Supplier, infringes any patent or copyright of the United States; provided **Department** gives **Contractor** immediate notice in writing, permits **Contractor** to defend the suit and gives **Contractor** all available information, assistance and authority to do so. **Contractor** shall control the defense of any such suit, including appeals, and all negotiations to effect settlement. If any of such items in any such suit is held to so infringe and its use is enjoined, **Contractor** shall, at its election and expense: 1) procure for **Department** the right to continue using the same; or 2) replace or modify the same so that it becomes non-infringing; or 3) remove the same and eliminate any obligation to pay future charges or royalties pertaining thereto.
- 5.12.2 In the event that an action at law or in equity is commenced against **Department** or State arising out of a claim that its use of any invention, design, process, product, device or intellectual process as under this Agreement infringes on any patent, copyright or proprietary right, and such action is forwarded to **Contractor** for defense and indemnification pursuant to paragraph 5.12.1 and Appendix B. **Department** shall copy all pleadings and documents forwarded to **Contractor** together with the forwarding correspondence to the Office of the Attorney General of the State of New York together with a copy of the Contract Documents. If upon receipt of such request for defense, or at any time thereafter, **Contractor** is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth herein, **Contractor** shall immediately notify **Department** and the Office of the Attorney General of the State of New York in writing and shall specify to what extent **Contractor** believes it is and is not obligated to defend and indemnify under the terms and conditions of this Agreement. **Contractor** shall in such event protect the interests of the State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with **Contractor** as is appropriate including any jurisdictional defenses which the State shall have.
- 5.12.3 **Contractor** shall, however, have no liability to the **Department** under this Article 5.12 if any infringement is based upon or arises out of: 1) Compliance with designs, plans, or specifications furnished by or on behalf of **Department** as to the items; 2) Alterations of the items by **Department**; 3) Failure of **Department** to use updated items provided by **Contractor** for avoiding infringement; 4) Use of items in combination with apparatus or devices not delivered by **Contractor**; 5) Use of items in a manner for which the same were

neither designed nor contemplated; or 6) A patent or copyright in which **Department** or any affiliate or subsidiary of the **Department** has any direct or indirect interest by license or otherwise.

- 5.12.4 The foregoing states **Contractor's** entire liability for, or resulting from, patent or copyright infringement or claim thereof.

Permits:

- 5.13 Unless otherwise provided in the Contract Documents, **Contractor** shall obtain and pay for any permits or licenses required for performance of Work. **Contractor** shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. **Contractor** shall pay all charges for connections or disconnections required by the Work to Underground Facilities or utilities owned by third parties.

Laws and Regulations:

- 5.14.1 **Contractor** shall comply with all Laws applicable to performance of the Work. Except where otherwise expressly required by applicable Laws or Contract Documents, neither **Department** nor **Engineer** shall be responsible for monitoring **Contractor's** compliance with any Laws.
- 5.14.2 If **Contractor** observes that the Contract Documents are at variance with any applicable Laws, **Contractor** shall immediately give **Engineer** prompt written notice thereof, and any necessary changes will be authorized by one of the methods set forth in paragraph 2.4 and 2.5 of the General Conditions. If **Contractor** performs any Work knowing or having reason to know that it is contrary to such Laws, and without such notice to **Engineer**, **Contractor** shall bear all costs arising therefrom; however, it shall not be **Contractor's** primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws.

Taxes:

- 5.15 **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by **Contractor** in accordance with the Laws of the State of New York which are applicable during the performance of the Work. Materials, supplies and equipment incorporated into the Work or sold to New York State are exempt from New York State sales tax.

Use of Premises:

- 5.16 **Contractor** shall confine the use and storage of construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by applicable Laws, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Unless otherwise provided in the Contract Documents, use of **Department's** facilities at or contiguous to the site by **Contractor** for storage of materials or equipment shall not be permitted. **Contractor** shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the acts or omissions of **Contractor**. Should any claim be made against **Department** or **Engineer** by any such owner or occupant because of the performance of the Work, **Contractor** shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by

arbitration or by Law. **Contractor** shall, to the fullest extent permitted by Laws, indemnify and hold **Department** harmless in accordance with the provisions of Appendix B.

- 5.16.1 Temporary buildings (e.g., storage sheds, trailers, shops, offices) and utilities may be erected by **Contractor** only with the approval of **Engineer** and shall be built without additional expense to **Department**. Such temporary buildings and utilities shall remain the property of **Contractor** and shall be decontaminated as necessary and removed by **Contractor** at his expense upon completion of the Work; the buildings and utilities may be abandoned and remain at the site with the written consent of **Department**.
- 5.16.2 When materials are transported for performance of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by Federal, State, or local law or regulation. When it is necessary to cross curbs, sidewalks or work which is completed or underway on site, **Contractor** shall protect them from damage, and shall repair any damage caused.
- 5.16.3 Notwithstanding the designation of site boundaries or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain phases or portions of the Work may require that certain operations be carried out beyond the site boundaries. Trenching, utility Work, site development, landscaping, other Work, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance to or interference with the normal operation of **Department**, abutting owners and the public. **Contractor** shall obtain **Department's** prior approval and all necessary approvals from others, including but not limited to public authorities and utility companies for such operations, and shall conduct such operations expeditiously and restore the affected area to its original condition immediately upon completion of such operations, unless otherwise specified in the Contract Documents.
- 5.16.4 All existing walks, roadways, paved or landscaped areas on which temporary driveways or walks are rerouted shall be restored to their original condition, immediately upon completion of the phases or portions of the Work for which such features were disturbed unless otherwise specified in the Contract Documents.
- 5.16.5 Pumping, draining and control of surface and ground water will be carried out so as to avoid endangering the Work or any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof, or exceeding the limits allowed by Contract Documents, or applicable Law.
- 5.17 During the progress of the Work, **Contractor** shall keep the Site free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work **Contractor** shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for **Department**. **Contractor** shall restore all pavement, sidewalks, driveways, fences, shrubs, lawns, trees and any other public or private property damaged as a result of the Work under this Contract. All such replacement shall be done in accordance with the applicable specifications and no separate or extra payment will be made unless specifically provided for in the Payment Items. In all cases, said replacement shall be at least equal to the original conditions.
- 5.18 **Contractor** shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall **Contractor** subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

As-Built Documents:

- 5.19 **Contractor** shall maintain in a safe place at the Site one as-built document which shall consist of all Drawings, Specifications, Addenda, written amendments, Change Orders, Proposed Change Orders, field test records, construction photographs, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.3) in good order and annotated to show all changes made during construction. **Contractor** will be required to review with **Engineer** the status of all as-built documents in connection with **Engineer's** evaluation of an Application for Payment. Pursuant to paragraph 13.2.1 of the General Conditions, failure to maintain a current file of such as-built documents up-to-date may be just cause to recommend withholding of payments for Work performed. These as-built documents together with all approved samples and a copy of all approved Shop Drawings shall be available to **Engineer** for reference at the Site. Upon completion of the Work, these as-built documents, samples and Shop Drawings shall be delivered to **Engineer** for **Department**. Failure by **Contractor** to produce acceptable as-built documents of the above listed items shall be cause for reduction of Contract Price in an amount equal to **Department's** cost of generating or producing the as-built documents.

Health, Safety and Protection:

- 5.20 **Contractor** shall be responsible for initiating, maintaining and supervising all health and safety precautions and programs in connection with the Work which include but are not limited by the Contract Documents and **Contractor's** Health and Safety Plan. **Contractor** shall take all necessary precautions for the health and safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees and other persons and organizations who may be affected thereby. **Contractor** shall comply with all applicable Laws of any public body having jurisdiction for the health and safety of persons or property in order to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such health, safety and protection. **Contractor** shall notify owners of Underground Facilities and utility owners when performance of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. In addition to any requirements imposed by Laws, **Contractor** shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site which are in any way affected by the excavations or other operations connected with performance of the Work under the Contract. All damage, injury or loss to any property referred to in this paragraph caused, directly or indirectly, in whole or in part, by **Contractor**, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or caused by anyone for whose acts any of them may be liable, shall be remedied by **Contractor**; provided that **Contractor** shall not be responsible for damage or loss attributable to defects in the Drawings or Specifications or to the acts or omissions of **Department** or **Engineer** or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of **Contractor**. **Contractor's** duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and **Engineer** has issued a written notice to **Department** and **Contractor** in accordance with paragraph 13.11 that the Work is acceptable, except as otherwise expressly provided in connection with Substantial Completion. **Department** has the right to suspend Work or terminate this contract for cause for **Contractor's** failure to comply with any health and safety plan required by the Contract Documents or Law.
- 5.21 **Contractor** shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be **Contractor's** superintendent unless otherwise designated in writing by **Contractor** to **Department**.

Emergencies:

- 5.22 In emergencies affecting or threatening to affect the safety or protection of persons or the Work or property at the site or adjacent thereto when prompt action is required and there is no reasonable opportunity for prior consultation with **Engineer** or **Department**. **Contractor**, without special instruction or authorization from **Engineer** or **Department**, is obligated to act to prevent threatened damage, injury or loss. **Contractor** shall give **Engineer** prompt telephonic notice followed by written notice thereof, including any significant changes in the Work or variations from the Contract Documents which **Contractor** believes have been caused thereby. If **Engineer** determines that a change in the Contract Documents is required because of the action taken in response to an emergency, an Administrative Agreement, Field Order, Proposed Change Order or Change Order shall be issued to document the consequences of the changes or variations. **Contractor** shall give **Engineer** and **Department** name and number of contact for emergencies during non-Work hours.

Shop Drawings and Samples:

- 5.23 After checking and verifying all field measurements and after complying with applicable procedures specified in the Contract Documents, **Contractor** shall submit to **Engineer** for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 1.4, hereof) six copies of all Shop Drawings plus additional copies as required by **Contractor**, unless otherwise specified in the Contract Documents. All such Shop Drawings shall bear a stamp or other specific written indication that **Contractor** has satisfied the requirements of the Contract Documents with respect to the review of the submissions including but not limited to subparagraph 5.25 below. All submissions shall be identified as **Engineer** may require. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable **Engineer** to review the information as required.
- 5.24 **Contractor** shall also submit to **Engineer** for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. **Contractor** shall check all samples, shall identify them clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended, and shall submit with them a written certification that **Contractor** has satisfied the requirements of the Contract Documents with respect to the review of such submissions including but not limited to subparagraph 5.25 below.
- 5.25 Before submission of each Shop Drawing or sample, **Contractor** shall certify that all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto have been reviewed or that each Shop Drawing or sample has been coordinated with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 5.26 At the time of each such submission, **Contractor** shall give **Engineer** specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation of each such variation to be made on each Shop Drawing submitted to **Engineer** for review and approval.
- 5.27 **Engineer** will review and approve or disapprove Shop Drawings and samples in 14 days. However, **Engineer's** review and approval of Shop Drawings will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of equipment and systems proposed by **Contractor**, **Contractor's** means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequences, and procedures of construction is indicated in or required by the Contract Documents) or to safety precautions or program incident

thereto, the correctness of which shall remain the sole responsibility of **Contractor**. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

- 5.27.1 When reviewed by **Engineer**, each submittal of Shop Drawings and samples will be returned to **Contractor** as either "Approved", "Approved as Noted", "Resubmit with Revisions", or "Disapproved." Submittals stamped as "Approved" or "Approved as Noted" will indicate **Engineer's** approval thereof, subject to the provisions of paragraph 5.27.
- 5.27.2 **Contractor** shall revise and correct Shop Drawings and samples and resubmit them to **Engineer** for **Engineer's** second review and return pursuant to paragraph 5.28. **Contractor** shall direct specific attention in writing to revisions other than the corrections called for by **Engineer** on previous submittals.
- 5.27.3 Costs associated with **Engineer's** review and return of a Shop Drawing or sample submission other than ones submitted pursuant to paragraph 5.7 of this Section shall be borne by **Contractor** after the **Engineer's** second review. **Department's** charges to **Contractor** for additional reviews will be equal to **Engineer's** charges to **Department** under the terms of **Engineer's** agreement with **Department**. In the event **Contractor** fails to pay such costs within 30 days after receipt of an invoice from **Department**, funds will be withheld from payment requests and at the completion of the Work, a Change Order or proposed Change Order will be issued incorporating the unpaid amount, and **Department** will be entitled to an appropriate decrease in Contract Price.
- 5.27.4 After the **Engineer's** second review, delays associated with **Contractor's** resubmittal and **Engineer's** review and return of a particular Shop Drawing or sample submission shall be the responsibility of **Contractor**. Such delays shall not justify an increase in Contract Price nor an extension in Contract Time.
- 5.28 **Engineer's** review and approval of Shop Drawings or samples shall not relieve **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless **Contractor** has in writing called **Engineer's** attention to each such variation at the time of submission as required by paragraph 5.26 and **Engineer** has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by **Engineer** relieve **Contractor** from responsibility for errors or omissions in the Shop Drawings or from responsibility for complying with paragraph 5.25.
- 5.29 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to **Engineer's** review and approval of the pertinent submission will be the sole expense and responsibility of **Contractor**.

Continuing the Work:

- 5.30 **Contractor** shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with **Department**. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Article 14 of the General Conditions or as **Contractor** and **Department** may otherwise agree in writing.

Weather Protection:

- 5.31. **Contractor** shall be responsible for initiating, maintaining and supervising all weather protection precautions and programs in connection with the Work. Additional weather protection provisions, if applicable, are set forth in the Supplementary Conditions, Standard Specifications or Supplementary Specifications.

Cutting and Patching of Work:

- 5.32 **Contractor** shall be responsible for all cutting of masonry and other materials, and all fitting, drilling or patching which may be necessary to complete the Work or to make its several parts fit together properly, whether or not such Work is expressly specified in the Contract Documents.
- 5.33 **Contractor** shall not damage or endanger any portion of the Work or the work performed by **Department** or by any separate contractors by cutting, patching or otherwise altering any work, or by excavation. **Contractor** shall not cut or otherwise alter work performed by **Department** or any separate contractors except with the written consent of **Department** and of such separate contractor. **Contractor** shall not reasonably withhold from **Department** or any separate contractor consent to cutting or otherwise altering the Work.

Quality Control:

- 5.34 Reference is made to the Supplementary Conditions, Standard Specifications and Supplementary Specifications for the identification of **Contractor's** quality control system requirements under the Contract.

Project Meetings:

- 5.35 **Contractor**, along with appropriate Subcontractors, suppliers and manufacturers, shall attend weekly project meetings at the site or as requested by **Department** or **Engineer**, for the purpose of discussing and resolving matters concerning the various elements of the Work.

Notification of Emergency Services:

- 5.36 **Contractor** shall notify all local Police, Fire Department and Ambulance Services at least twenty-four (24) hours in advance of construction across or adjacent to existing roadways in order that such services might be aware of any disrupted access.

Conflicts Between Contract Documents and Site:

- 5.37 **Contractor** shall notify **Engineer** and **Department** immediately upon discovering any conflicts, ambiguities, error or inconsistencies in the Contract Documents, between the Contract Documents and the actual Site Conditions, or between the Contract Documents and work being done by others. Failure to promptly notify the **Engineer** and **Department** may invalidate **Contractor's** request for an increase in Contract Price and/or Time.

ARTICLE 6 - Other Work

Related Work at Site:

- 6.1 **Department** may perform other work related to the Project at the site by **Department's** own forces, have other work performed by utility owners, or enter into other contracts for such other work.

- 6.2 **Contractor** shall afford each utility owner and other contractor who is a party to a direct contract with **Department** (or **Department**, if **Department** is performing the additional work with **Department's** employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect the Work with theirs. **Contractor** shall do all the Work that may be required to make its several parts come together properly and integrate with other work. **Contractor** shall only alter the work of others with the written consent of **Engineer** and notice to the other contractors whose work will be affected, and shall not endanger any work of others by altering their work. The duties and responsibilities of **Contractor** under this paragraph are for the benefit of such utility owners and other contractors.
- 6.3 If any part of **Contractor's** Work depends for proper execution or results upon the work of any such other contractor, utility owner or **Department**, **Contractor** shall inspect and promptly report to **Engineer** in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. **Contractor's** failure so to report shall constitute an acceptance of the other work as fit and proper for integration with **Contractor's** Work except for latent or non-apparent defects and deficiencies in the other work.

ARTICLE 7 - Department's Responsibilities

- 7.1 **Department** may issue communications to **Contractor** through **Engineer**.
- 7.2 In case of termination of the employment of **Engineer**, **Department** shall appoint an engineer whose status under the Contract Documents shall be that of the former **Engineer**.
- 7.3 **Department** shall furnish the data required of **Department** under the Contract Documents promptly and shall make payments to **Contractor** promptly after they are due as provided in Article 13.
- 7.4 **Department** is represented by the Project Field Representative, the Project Manager and the Designated Representative whose duties and authority are set forth in the Contract Documents. **Department** is also represented by **Engineer**.
- 7.5 **Department** will not be responsible for **Contractor's** means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, unless the Contract Documents specifically impose such a duty on **Department**. **Department** will not be responsible for **Contractor's** failure to perform or furnish the Work in accordance with the Contract Documents.
- 7.6 **Department** will not be responsible for the acts or omissions of **Contractor** or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 8 - Engineer's Status During Construction

Project Representation:

- 8.1 The duties and responsibilities and the limitations of authority of **Engineer** during construction are set forth in the Contract Documents. **Engineer's** Resident Engineer will assist **Engineer** in inspecting the performance of the Work. The duties, and authorities of any Resident Engineer and Resident Project Representatives are set forth in the Contract Documents. Secondly **Department** is represented as set forth in article 7.4 of the General Conditions.

Visits to Site:

- 8.2 **Engineer** shall make any on-site inspections necessary to check the quality or quantity of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. **Engineer's** duty to visit the site shall in no way be construed to relieve **Contractor** of its duty to perform the Work in conformance with the Contract Documents.

Clarifications and Interpretations:

- 8.3 **Engineer** or **Department** shall issue with reasonable promptness and within 14 days maximum such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as **Engineer** or **Department** may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If **Contractor** believes that a written clarification or interpretation justifies an increase in Contract Price or an extension in Contract Time, **Contractor** shall be required to deliver a written notice thereof to **Engineer** and **Department** in accordance with the provisions of Article 9 of the General Conditions. If **Department** and **Contractor** are unable to agree as to amount and extent thereof, a claim may be made pursuant to Articles 10, 11 and 15 of the General Conditions.

Authorized Variations in Work:

- 8.4 **Engineer** may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on **Contractor** who shall perform the Work involved promptly. If **Contractor** believes that a Field Order justifies an increase in Contract Price or an extension in Contract Time, **Contractor** shall be required to deliver a written notice thereof to **Engineer** in accordance with the provisions of Article 9 of the General Conditions. If **Department** and **Contractor** are unable to agree as to amount and extent thereof, a claim may be made pursuant to Articles 10 and 11 of the General Conditions.

Rejecting Defective Work:

- 8.5 **Engineer**, based on its inspections, reports of its Resident Engineer, other information available to it and its professional experience and training, or the direction of **Department**, may disapprove or reject Work at any time during the construction of the Work, which **Engineer** believes to be Defective Work. **Engineer** shall also have authority to require special inspection or testing of the Work as provided in paragraphs 12.4 through 12.10 of the General Conditions, whether or not the Work is fabricated, installed, or completed. When **Contractor** has been notified by **Engineer** of disapproval or rejection of Defective Work, **Contractor** shall take immediate action to correct same at no additional cost.

Shop Drawings, Change Orders and Payments:

- 8.6 **Engineer's** responsibilities regarding Shop Drawings and samples, are set forth in paragraphs 5.23 through 5.29 of the General Conditions. If **Contractor** believes that **Engineer's** approval of a Shop Drawing or sample justifies an increase in Contract Price or an extension in Contract Time, **Contractor** shall be required to deliver a written notice thereof to **Engineer** in accordance with the provisions of Article 9 of the General Conditions. If **Department** and **Contractor** are unable to agree as to amount and extent thereof, a claim may be made pursuant to Articles 10 and 11 of the General Conditions.
- 8.7 **Engineer's** duties regarding Change Orders are set forth in Articles 9, 10 and 11 of the General Conditions.

- 8.8 **Engineer's** duties regarding Applications for Payment, etc., are set forth in Article 13 of the General Conditions.

Determinations for Unit Prices:

- 8.9 **Engineer** will review and make preliminary determinations on the actual quantities and classifications of acceptable Unit Price Work performed by **Contractor**. **Engineer** will review such preliminary determinations with **Contractor**, before rendering a written decision thereon by recommendation of an Application for Payment or otherwise. **Department** shall review and approve **Engineer's** determinations. **Department's** decisions thereon shall be final unless within 15 days after the date of any such decision, **Contractor** delivers to **Department** and to **Engineer** written notice of intention to dispute such a decision.

Decisions on Disputes:

- 8.10 **Engineer** shall interpret the Contract Documents and determine the acceptability of the Work thereunder subject to **Department's** right to modify or overrule **Engineer's** determination after consultation with **Engineer** and **Contractor**. Disputes or other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work, and disputes under Articles 9, 10, 11 and 15 of the General Conditions in respect to changes in the Contract Price or Contract Time will be referred to **Engineer** in writing with a request for a formal determination in accordance with this paragraph. **Engineer** shall render such determination in writing within a reasonable time. Written notice of each such claim, dispute or other matter shall be delivered by **Contractor** to **Engineer** and **Department** within fifteen days after the occurrence of the event giving rise thereto. Written data supporting such dispute or other matters shall be submitted to **Department** within forty-five days after such occurrence, unless **Department** allows an extension of time to submit additional information.

Limitations on Engineer's Responsibilities:

- 8.11 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "unreasonable," "unsuitable," "acceptable," "proper," or "satisfactory," or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of **Engineer** as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to **Engineer** any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12 or 8.13.
- 8.12 **Engineer** will not be responsible and **Contractor** remains responsible for **Contractor's** means, methods, techniques, sequences and procedures of construction, and the safety precautions and programs incident thereto, unless Contract Documents specifically impose such a duty on **Engineer**. **Engineer** will not be responsible for **Contractor's** failure to perform or furnish the Work in accordance with the Contract Documents.
- 8.13 **Engineer** will not be responsible for the acts or omissions of **Contractor** or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 9 - Changes in the Work

- 9.1 Without invalidating the Agreement, **Department** may, at any time or from time to time and without notice to any surety, order additions, deletions or revisions in the Work or other requirements, which the performance of, or compliance with, is established in the provisions of the Contract Documents. These changes will be initiated by Proposed Change Orders, in Administrative Orders and authorized by Change Orders. Upon receipt of an Administrative Order, or Proposed Change Order, the Contractor shall proceed with the Work Involved. All such Work Involved shall be performed in accordance with the applicable conditions of the Contract Documents. If an Administrative Order or Proposed Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made in a duly executed Change Order. The value of any work covered by a Proposed Change Order or a Change Order for an increase or decrease in the Contract Price or the Contract Time, hereafter called the "Work Involved", shall be determined by one of the following methods:
- 9.2 **Department** may order minor changes in the Work which do not involve an adjustment in the Contract Price or in the Contract Time and are consistent with the overall intent and purpose of the Contract Documents. Such minor changes will be authorized by a Field Order which shall be binding on **Department** and **Contractor** who shall perform such changes promptly. If **Contractor** believes that a Field Order justifies an increase in the Contract Price or the Contract Time, **Contractor** shall make written notification within 3 days and provide documentation within 15 days in a Proposed Change Order to **Engineer**.
- 9.3 Additional work performed without authorization of a Proposed Change Order will not entitle **Contractor** to an increase in the Contract Price or an extension in the Contract Time, except in the case of emergency work as provided in paragraph 5.22 of the General Conditions and except in the case of uncovering Work as provided in paragraph 12.9 and 12.10 of the General Conditions.
- 9.4 When changes in the Work, involving adjustments to the Contract Price or Contract Time are contemplated by **Department**, pursuant to paragraph 9.1, **Contractor** may be requested to submit a cost proposal prior to being authorized to proceed with the change. If **Department** and **Contractor** are unable to agree and **Department** orders the change, or if **Department** pursuant to **Engineer's** review and decision concludes that the written direction, instruction, interpretation or clarification, approval, decision or determination does not require an increase in Contract Price or extension in Contract Time, **Contractor** will be required to carry on with the Work involved and adhere to the Progress Schedule. **Contractor** proposals substantiating the amount and extent of any proposed adjustment in Contract Price or Contract Time shall become due within three days of receipt (or issuance) of a Proposed Change Order initiated by **Department** (or **Contractor**), and shall be submitted in accordance with Articles 9, 10 and 11 of the General Conditions. Any delays in the submittal of **Contractor** proposals relative to adjustments in Contract Price or Contract Time will not justify a delay or constitute basis for an increase in Contract Price or an extension in Contract Time. Unless **Contractor** gives written notice of intent to appeal **Department's** determination or to file a claim in accordance with Article 15 of the General Conditions, within said thirty days of the issuance of a Proposed Change Order or the rejection of a Proposed Change Order, **Department's** determination shall be final and binding upon **Contractor**.
- 9.5 Upon receipt of a cost proposal from **Contractor**, pursuant to paragraph 9.4 above, and if **Department** agrees with the increase or decrease in the Contract Price or Contract Time, **Department** shall authorize the change in the Work by issuing a Proposed Change Order and shall begin preparation of a Change Order covering the Work Involved.
- 9.5.1 A Change Order shall also be any other written order, including direction, instruction, interpretation, determination, or decision embodied in a Field Order, or in a response to a request for clarification or interpretation of the requirements of the Contract Documents, or in an approval of a Shop Drawing or sample, or in a decision relating to a report or differing

or unforeseen conditions or the acceptability of Work or Administrative Order which causes any change, provided that **Contractor** gives **Engineer** and **Department** a dated written notice identifying the written order and stating circumstances and other information required in the Article and in Articles 9, 10 and 11 of the General Conditions indicating that **Contractor** considers the written order a Proposed Change Order.

9.5.2 **Contractor** quotations substantiating the amount or extent of any proposed adjustment in Contract Price or Contract Time shall cover all known amounts or extents to which **Contractor** is entitled as a result of the proposed change. Pursuant to this requirement of the Contract Documents, **Contractor** acknowledges and agrees to the following waivers when executing Change Orders or Proposed Change Orders authorized in accordance with paragraph 9.4 of the General Conditions:

9.5.2.1 **Contractor** acknowledges and agrees that the adjustments in Contract Price and Contract Time stipulated in this Change Order represent full compensation for all increases or decreases in the cost of, or the time required to perform the entire Work under the Contract, arising directly or indirectly from this Change Order, including this and all previous Change Orders. Acceptance of this waiver constitutes an agreement between **Department** and **Contractor** that the Change Order represents an all inclusive, mutually agreed upon adjustment to the Contract for all direct, indirect and consequential costs and delays, and that **Contractor** shall waive all rights to file a claim on this Proposed Change Order after it is properly executed.

9.5.2.2 Acceptance by **Contractor** is evidence of mutual accord and satisfaction for those adjustments in Contract Price and Contract Time stipulated in this Proposed Change Order, that **Contractor** shall submit detailed supporting data within fifteen days in accordance with Articles 10 and 11 of the General Conditions to allow negotiation of outstanding issues, and that the changes ordered and documented by this Proposed Change Order will be incorporated into a future Change Order subsequent to agreement on all outstanding issues.

9.6 If the provision of any bond requires that the surety be notified of any change in the Work, it shall be **Contractor's** responsibility to so notify the surety and the amount of each applicable bond shall be adjusted accordingly. **Contractor** shall furnish proof to **Department** of such adjustment.

9.7 No claim by **Contractor** for an adjustment under this Article of the General Conditions shall be allowed if asserted after the date of final payment under this Contract.

ARTICLE 10 - Change of Contract Price or Time

10.1 The Contract Price constitutes the total compensation, subject to authorized adjustments, payable to **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by **Contractor** shall be at its own expense without any change in the Contract Price or the Contract Time.

10.2 The Contract Price and the Contract Time may only be changed by a duly executed Change Order.

10.3 The value of the Work Involved shall be determined by one of the following methods:

- 10.3.1 Where the Work Involved is covered by unit prices contained in the Contract Documents, those unit prices shall be used to determine the cost of the Work Involved.
 - 10.3.2 Where the Work Involved is not covered by unit prices contained in the Contract Documents, by application of mutually agreed upon unit prices to the quantities of the items of Work Involved.
 - 10.3.3 By mutual acceptance of a lump sum.
 - 10.3.4 On the basis of the cost of the Work Involved as provided in paragraph 10.4 of this Article plus a **Contractor's** fee for overhead and profit as provided in paragraph 10.7 of this Article.
 - 10.3.5 Where the **Department** and **Contractor** cannot agree on any of the methods described above, and **Department** directs **Contractor** to proceed with the Work Involved, on the basis of the actual cost of the Work Involved as provided in Article 10 of the General Conditions.
- 10.4 The Cost of the Work Involved shall include the following items and shall not include any of the costs disallowed under this Article 10 of the General Conditions:
- 10.4.1 Payroll costs of employees in the direct employ of the **Contractor** in the performance of the Work involved in job classifications agreed upon by **Department** and **Contractor**. Payroll costs shall include, but shall not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers or workmen's compensation, health and retirement benefits, and sick leave applicable thereto. Such employees may include foremen at the site but shall not include employees in the job classifications itemized in paragraphs 10.6.1. The costs of performing the Work Involved during other than normal working hours, as defined in paragraph 5.3.1, shall be included in the above to the extent authorized by **Department** and as required by Law.
 - 10.4.2 Cost of all materials and equipment furnished and incorporated into the Work Involved, including costs of transportation and storage thereof, and suppliers' field services connected therewith. All cash discounts shall accrue to **Contractor** unless **Department** deposits funds with **Contractor** with which to make payments, in which case, the cash discounts shall accrue to **Department**. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to **Department**, and **Contractor** shall make provisions so that they may be obtained.
 - 10.4.3 Payments made by **Contractor** to subcontractors who perform a part of the Work Involved. If required by **Department**, **Contractor** shall obtain competitive bids from prospective subcontractors acceptable to **Contractor** and shall deliver such bids to **Department** who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost plus a fee, the subcontractor's cost shall be determined in the same manner as **Contractor's** cost of the Work Involved. All subcontracts shall be subject to the provisions of the Contract Documents, insofar as applicable.
 - 10.4.4 Costs of special consultants, including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants, employed for services specifically related to the Work Involved to the extent authorized in writing by **Department**.

- 10.4.5 Costs of **Contractor** owned equipment - **Contractor** shall be reimbursed for his ownership and operating costs for self owned equipment employed on the Work Involved. The rates of reimbursement shall be as listed in most recent published edition of the Rental Rate Blue Book published by Dataquest, Inc. in effect on the date of issuance of the applicable Change Order or Proposed Change Order, or prior to performing the Work in a claim for an increase or decrease in the Contract Price and applied in the following manner.
- 10.4.5.1 Ownership costs - The equipment rates for ownership costs include depreciation on the original purchase, insurance, applicable taxes, interest on investment, storage, repairs, mobilization to and demobilization from the site of the Work Involved, and profit reimbursement will be made for the hours on the Work Involved. In no event shall the equipment rate billed to **Department** be at rates exceeding those described below.
 - 10.4.5.2 Less than 8 hours of actual use or necessary for availability as approved by Engineer: The daily rate or the product of the hours of actual use multiplied by the hourly rate, whichever is less.
 - 10.4.5.3 Between 8 hours and 40 hours of actual use: The weekly rate or the product of the hours of actual use used divided by 8 and multiplied by the daily rate, whichever is less.
 - 10.4.5.4 Between 40 hours and 176 hours of actual use: The monthly rate or the product of the hours of actual use divided by 40 multiplied by the weekly rate, whichever is less.
 - 10.4.5.5 Over 176 hours of actual use: The product of the hours of actual use divided by 176 multiplied by the monthly rate.
 - 10.4.5.6 Operating costs including fuel, lubricants, other operating expendables, and preventive and field maintenance. Operating costs do not include the operator's wages. **Contractor** shall be reimbursed the product of the hours of actual use multiplied by the estimated operating cost per hour.
 - 10.4.5.7 The geographic area adjustment factor and the Rate adjustment tables for federal aid projects shall be applied to the equipment ownership rates.
 - 10.4.5.8 The rates used shall be those in effect at the time the Work Involved is to be done as listed in the then current Rental Rate Blue Book.
 - 10.4.5.9 In the event that a rate is not established in the Rental Rate Blue Book for a particular piece of equipment, **Department** will establish rates for ownership and operating costs.
 - 10.4.5.10 Equipment to be used by **Contractor** shall be specifically described by manufacturer and model number and be of suitable size and capacity to accomplish the Work Involved. In the event **Contractor** elects to use equipment of a higher rental rate than equipment suitable for the Work Involved, payment will be made at the rate applicable to the suitable equipment. **Department** and **Engineer** shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversized or higher rate

equipment, the rate paid for the operator will likewise be related to the suitable equipment.

10.4.5.11 Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such construction equipment and machinery is imported to the site solely to perform the Work involved in the Change Order Proposed Change Order, or Claim. All equipment costs shall cease when the use thereof is no longer necessary to perform the Work Involved or the equipment cannot be used to perform the Work Involved due to contractor actions or inactions. Payroll costs for employees operating the equipment shall be in accordance with paragraph 10.4.1 of the General Conditions.

10.4.5.12 Actual equipment use time documented by **Engineer** shall be on the basis that the equipment was on and used at the site. In addition to the leasing rate, equipment operational costs shall not exceed the estimated hourly operation rate as set forth in the Blue Book. Daily records listing the equipment units and their respective operators, identification code, and actual usage and certified at the end of each day by **Engineer** shall be the record upon which actual equipment use shall be based. For multiple shift work sequences the allowable equipment rate for second or third shifts shall not exceed 50 percent of the base rate. Idle equipment at the site and necessary to perform the Work Involved but not in actual use shall be paid at the rate determined above. Idle time shall include a reasonable time allowance to and from the site, and be as documented by **Engineer**.

10.4.6 Costs of **Contractor** rented equipment.

10.4.6.1 In the event **Contractor** must rent a specific piece of equipment, payment will be the actual rental rate for the piece of equipment for the time that is used on the Work Involved or required by **Department** to be present, not to exceed the rental rate in the Rental Rate Blue Book, plus the reasonable cost of moving the equipment onto and away from the site of the Work Involved.

10.4.6.2 **Contractor** shall also be reimbursed for the operating cost of the rented equipment if that cost is not included in the rental cost. The operating cost shall be determined in the same manner as specified for **Contractor** owned equipment above. If contractor owned equipment is available on site to complete the work, **Contractor** shall be reimbursed only at the rate for owned equipment and there shall not be any reimbursement for transportation of equipment to or from site.

10.4.6.3 In the event area practice dictates the rental of fully manned or fueled and maintained equipment, payment will be made on the basis of an invoice for the rental of the fully manned, fueled and/or maintained equipment, including all costs incidental to its use, plus costs of moving to and from the site of the Work Involved, provided the rate is substantiated by area practice.

10.4.6.4 Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such construction equipment and machinery is imported to the site solely to perform the Work involved in the Change Order, Proposed Change Order, or Claim. All equipment costs shall cease when the use thereof is no longer necessary to perform the Work Involved or the equipment

cannot be used to perform the Work Involved due to **Contractor** actions or inactions. Payroll costs for employees operating the equipment shall be in accordance with paragraph 10.4.1 of the General Conditions.

- 10.4.7 The maximum amount of reimbursement for the ownership costs of **Contractor** owned equipment or for the rental costs of rented equipment shall be limited to the original purchase price of the equipment as listed in the Green Guide for Construction Equipment published by the Equipment Guide Book Company. In the specific event where the reimbursement is limited by the original purchase price, **Contractor** shall be reimbursed for the operating cost per hour for each hour of actual use.
- 10.4.8 Supplemental costs due solely in connection with the Work Involved to include the following:
- 10.4.8.1 The necessary transportation, travel and subsistence expenses of **Contractor's** employees who are solely employed in the Work Involved.
 - 10.4.8.2 Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site required, but excluding hand tools, protective clothing and other consumables which are used or consumed in connection with the Work Involved and are individually valued at less than \$100.00.
 - 10.4.8.3 Sales, consumer use, or similar taxes for which **Contractor** is liable, exclusive of New York State and local sales taxes for materials, supplies and equipment incorporated into the Work.
 - 10.4.8.4 Royalty payments and fees for licenses and permits.
 - 10.4.8.5 Costs of utilities at the site including but not limited to electricity, telephone, fuel, heat, water, property rental and sanitary facilities.
- 10.5 The amount of credit to be allowed by **Contractor** to **Department** for any individual change in the Work which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in **Contractor's** fee equal to one half of the fee derived from the application of paragraphs 10.7.2.1, 10.7.2.2 and 10.7.2.3 of this Article.
- 10.5.1 When more than one individual change is covered by one Proposed Change Order or Change Order, the adjustment in **Contractor's** fee shall be the sum of the individual fees computed on each individual change in accordance with paragraphs 10.7.2.1 through 10.7.2.4.
- 10.6 The cost of the Work Involved shall not include any of the following, all of which are to be considered general and overhead costs covered by the **Contractor's** fee:
- 10.6.1 Payroll costs and other compensation of **Contractor's** executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, superintendents, administrators, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by **Contractor**, at the site or not, for general administration of the Work including any Change Orders, and who are not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 of this Article.

- 10.6.2 Expenses of **Contractor's** principal and branch offices other than **Contractor's** office at the site. Costs derived from the computation of an extended or unabsorbed home office overhead rate by application of the Eichleay, Allegheny, Burden Fluctuation, or other similar methods.
- 10.6.3 Any part of **Contractor's** capital expenses, including interest on **Contractor's** capital employed for the Work Involved and charges against **Contractor** for delinquent payments.
- 10.6.4 Cost of premiums for all bonds and insurance whether or not **Contractor** is required by the Contract Documents to purchase and maintain the same.
- 10.6.5 Costs incurred in the preparation of Proposed Change Orders or Change Orders or in preparation or filing of claims.
- 10.6.6 Expenses of **Contractor** associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings or unpaid retainage.
- 10.6.7 Small tools used or consumed in the performance of the Work Involved having an individual value of less than \$100.
- 10.6.8 Costs due to negligence of **Contractor** or any subcontractor anyone directly or indirectly employed by them for whose acts any of them may be liable, including, but not limited to correction of defective work, disposal of equipment or material wrongly supplied and repairing any damage to property.
- 10.6.9 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4 of this Article, all of which are to be considered general and overhead costs covered by the **Contractor's** fee.

Contractor's Fee:

- 10.7 The **Contractor's** fee for general and administrative overhead costs (whether at the site or in **Contractor's** principal or branch offices), small tools and profit on the Work Involved shall be determined by negotiations in accordance with this paragraph.
 - 10.7.1 **Contractor** shall negotiate with **Department** for reasonable overhead rates and fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, labor to material ratio, equipment requirements, and time of performance.
 - 10.7.2 In no case shall the **Contractor's** fee exceed the following percentages of the various percentages of the Cost of the Work Involved.
 - 10.7.2.1 For costs incurred under paragraph 10.4.1 (Payroll Costs) of this Article, the **Contractor's** fee shall not exceed fifteen percent (15%).
 - 10.7.2.2 For costs incurred under paragraph 10.4.2 (Costs of Materials and Equipment) of this Article, the **Contractor's** fee shall not exceed ten percent (10%).
 - 10.7.2.3 For costs incurred under paragraph 10.4.3 (Cost of Subcontracts) of this Article, the **Contractor's** fee shall not exceed five percent (5%) and the subcontractor's fee shall not exceed ten percent (10%).

- 10.7.2.4 For costs incurred under paragraph 10.4.3 of this Article, for work performed by a subcontractor's subcontractor, the **Contractor's** and the first subcontractor's fees shall not exceed five percent (5%) each and the second subcontractor's fee shall not exceed ten percent (10%).
- 10.7.2.5 No fee shall be paid on the costs itemized under paragraphs 10.4.4 and 10.4.5 nor on subcontractors' fees derived in accordance with paragraphs 10.7.2.3 and 10.7.2.4.
- 10.7.3 No fee shall be paid on premium portion of wages nor on increased wages due to delays.
- 10.8 Changes in the Contract Price due to changes in the Contract Time.
- 10.8.1 An increase in the Contract Price due solely to delays causing extensions in the Contract Time will be allowed only if the delays to the Work, or parts thereof, arise from acts or omissions of **Department** or **Engineer** which are longer than the time period(s) provided for review(s) or decision(s) as provided for in the Contract Documents, and provided further that the delays arise from changes in the Work covered by Proposed Change Orders or Change Orders prepared pursuant to Article 9 of the General Conditions or from suspensions of Work pursuant to paragraph 14.1 of the General Conditions. However no adjustment in the Contract Price shall be made under this paragraph for the following reasons:
- 10.8.1.1 For any extensions granted in the Contract Time to the extent that performance would have been so extended by any other cause including fault or negligence of **Contractor** or subcontractors, suppliers or other persons or organizations.
- 10.8.1.2 For any acceleration alternative in lieu of an extension proposed by **Contractor**, to the extent that the acceleration costs exceed those in connection with the alternative extension in Contract Time.
- 10.8.1.3 For which a Contract Price is provided or excluded under any other provision of the Contract Documents.
- 10.8.1.4 For delays which are covered by or which could be covered by relocating the Total Float or a portion of it.
- 10.8.2 Recovery of damages for delay on account of extensions in **Contractor's** Progress Schedule or in connection with acceleration alternatives thereof will be allowed only when said delays extend the Work, or a part thereof, beyond the applicable Contract Time(s).
- 10.8.3 It is further expressly agreed and understood that **Contractor** will not be entitled to any compensation or damages on account of delays which meet the requirements of paragraph 10.12.3 of the General Conditions for time extensions but which can or could have been avoided by reallocating portions of the Total Float. Under this requirement, it is further understood and agreed that the only remedies for delays which are figured to cause an extension in the Contract Time or form the basis for a proposal for an acceleration alternative thereof solely due to the use of Total Float will consist of an increase in Contract Time only and shall exclude **Contractor's** right to recover any delay damages or compensation from **Department**.

- 10.9 In submitting proposals or asserting claims for changes under this Article. **Contractor** acknowledges and agrees that no adjustment shall be made: 1) for any escalation costs for any part of the Work which is not delayed beyond the applicable latest possible dates specified in the approved Progress Schedule, or 2) for any acceleration costs incurred without prior authorization from **Department**, or 3) for which an adjustment has been provided for, limited as to extent, or excluded under any other provision of the Contract Documents.
- 10.10 **Contractor** quotations substantiating the amount or extent of any proposed adjustment in Contract Price or Contract Time shall cover all known amounts or extents (direct, indirect and overhead) to which **Contractor** is entitled as a result of the proposed change. Pursuant to this requirement, **Contractor** acknowledges and agrees to the following waivers when executing Proposed Change Orders and Change Orders authorized in accordance with Article 9:
- 10.10.1 **Contractor** acknowledges and agrees that the adjustments in Contract Price and Contract Time stipulated in the Change Order represent full compensation for all increases or decreases in the cost of, or the time required to perform, the entire Work under the Contract arising directly or indirectly from the Change Order. Acceptance of this waiver constitutes an agreement between **Contractor** and **Department** that the Change Order represents an all inclusive, mutually agreed upon, adjustment to the Contract for all direct, indirect and consequential costs and delays, and that **Contractor** will waive all rights to file a claim on the Change Order after it is duly executed.
- 10.10.2 Acceptance by **Contractor** is evidence of mutual accord and satisfaction for those adjustments in the Contract Price and Contract Time stipulated in the Proposed Change Order, that **Contractor** will submit detailed supporting data within fifteen days in accordance with Articles 10 and 11 of the General Conditions to allow negotiation of outstanding issues, and that the changes ordered and documented by the Proposed Change Order will be incorporated into a future Change Order subsequent to agreement on all outstanding issues.
- 10.11 Additional costs incurred due to acceleration or additional work performed by **Contractor** without an agreed upon Proposed Change Order will not entitle **Contractor** to an increase in Contract Price or Contract Time, except in the case of emergency work as provided in paragraph 5.22 of the General Conditions or in the case of uncovering Work as provided in paragraph 12.9 of the General Conditions.
- 10.12 The Contract Time may be changed only by a duly executed Change order. Any proposal for an extension or shortening of the Contract Time shall be based on a Proposed Change Order in accordance with the provisions of this Article.
- 10.12.1 **Contractor** requests substantiating the extent of increase in the Contract Time shall be delivered to **Engineer** within fifteen days of the event causing the proposed need for the extension in the Contract Time unless **Department**, in writing, allows an additional period of time. **Contractor** shall prove that the delays have materialized or will materialize despite reasonable, prudent, and diligent efforts to prevent such delays and meet the criteria set forth in this Article. Any delays by **Contractor** in submittal of proposals will not justify a delay or be basis for an extension of the Contract Time.
- 10.12.2 Extensions in Contract Time due to delays to parts of the Work will not be granted until all Total Float available for those parts of the Work has been used.
- 10.12.3 An extension in the Contract Time will not be granted unless **Contractor** can demonstrate, through an analysis of the Progress Schedule approved in accordance with the applicable

provisions of the Standard Specifications, that the delay in completing the applicable parts of the Work within the applicable Contract Time(s) arises from unforeseeable causes beyond the control and without the fault or negligence of **Contractor** or its Subcontractors, Suppliers or other persons or organizations, and which **Contractor** could not have guarded against, and that such causes do or will cause extension of the schedule for that part of the Work beyond the applicable Contract Time. Examples of such causes include 1) acts of God or of the public enemy, 2) fires, floods, epidemics, quarantine restrictions, 3) strikes, freight embargoes, 4) unusually severe weather, 5) delays of Subcontractors or Suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both **Contractor** and the Subcontractors, Suppliers or other persons organizations.

- 10.12.4 All time limits stated in the Contract Documents are of the essence. They have been developed by taking into account:
- 10.12.4.1 The scope of the Work under the Contract Documents;
 - 10.12.4.2 Reasonable time for performance of the Work, or parts thereof, as a whole; and
 - 10.12.4.3 The perceived sensitivity of the Work, or parts thereof, as a whole, to the potential delaying effect of causes meeting the requirements of paragraph 10.12.3.
 - 10.12.4.4 Therefore, and as long as delays meeting the requirements of paragraph 10.12.3 are not to be considered by **Contractor** in the initial development of the Progress Schedule pursuant to paragraph 1.6 of the General Conditions and the Progress Schedule Section of the Standard Specifications, the initial Progress Schedule developed by **Contractor** could show Total Float with respect to the Contract Time, or contract Times. Pursuant to the Float sharing requirements of the Contract Documents (as set forth in the provisions of Progress Schedule Section of the Standard Specifications) any such Total Float materializing between **Contractor's** completion of the Work, or part thereof, as anticipated by **Contractor's** approved progress Schedule, and the corresponding Contract Time(s) will be available to **Department, Engineer, Contractor** and others to absorb delays that cannot be mitigated by any other means.
- 10.12.5 The provisions of Section 10.11 of this Article shall govern and be applicable to the following:
- 10.12.5.1 Changes in Contract Time initiated by **Department** or **Contractor** due to delays which meet the requirements of paragraph 10.12.4.
 - 10.12.5.2 **Contractor** proposals to accelerate the Progress Schedule, in lieu of the alternate extension of Contract Time, due to delays meeting the requirements of paragraph 10.12.3.
- 10.12.6 The provisions of paragraphs 10.11, 10.12.2, and 10.12.3 shall exclude recovery for damages arising out of an acceleration alternative to an extension in Contract Time on account of delays not meeting the requirements for extensions in Contract Time set forth in this Article.
- 10.12.7 The provisions of this Article 10 shall not exclude recovery for damages (including compensation for additional professional services and court costs) for delay by either party,

except as otherwise specifically disallowed in this Article and in other provisions of the Contract Documents.

- 10.13 Failure, refusal or neglect by **Contractor** to comply with the time requirements for delivery of written Proposed Change Orders or notice of a claim shall be considered to be a waiver by **Contractor** of any request or claiming for extension in Contract Time.
- 10.13.1 **Contractor** proposals (or claims) substantiating **Contractor's** proposed adjustment in Contract Price shall be delivered within the time period stipulated in paragraph 9.3 (9.4), unless **Department** in writing, allows an additional period of time to ascertain accurate cost data. **Contractor** shall prove that additional costs were necessarily incurred, despite **Contractor's** reasonable, prudent, and diligent efforts to prevent such costs and which meet the criteria set forth in this Article. Any delays in the submittal of **Contractor** proposals relative to adjustments in Contract Price will not justify a delay or constitute basis for an increase in Contract Price or an extension in Contract Time.
- 10.13.2 **Contractor** proposals (or claims) shall be submitted on forms required by Contract Documents, and shall remain firm for a period of at least 60 days from delivery of the proposal (or claim). Proposals (or claims) shall include itemized estimates of all costs and schedule adjustments that will result directly or indirectly from the changes described. Unless otherwise specified, itemized estimates shall be in accordance with the requirements of this Article of the General Conditions and in sufficient detail to reasonably permit an analysis by **Engineer** and **Department** of all quantities involved, labor and payroll costs, productivity rates, material costs, Subcontractor and Supplier costs, supplemental costs as described in paragraph 10.4.8, special consultant costs as described in paragraph 10.4.4, equipment costs, general and administrative overhead costs, field office overhead costs, and profit and shall cover all aspects of the Work involved in the change, whether such was deleted, added, changed, or impacted. Any amount claimed for Subcontractors, Suppliers or other persons or organizations shall be similarly supported. Itemized schedule adjustments shall be sufficiently detailed to permit an analysis of effects on the Progress Schedule as required in the Standard Specifications.

ARTICLE 11 - Unit Price Work and Cash Allowances

Cash Allowances:

- 11.1 **Contractor** shall include in the Contract Price all cash allowances named in the Contract Documents and all Work covered by those cash allowances shall be performed for an amount not to exceed those allowances without prior approval in writing by **Engineer**.
- 11.1.1 The allowances include the cost to **Contractor** (less any applicable trade discounts) of materials labor and equipment required by the allowances to be delivered at the site, and all applicable taxes; and the cost documentation requirements of Articles 9, 10, 11 apply to cash allowances.
- 11.1.2 Prior to final payment, an appropriate Change Order will be issued as recommended by **Engineer** to reflect actual amounts due **Contractor** on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

- 11.2 Where the Contract Documents provide that all or part of the Work to be performed on the basis of Unit Prices, the following shall apply:
- 11.2.1 The original Contract Price shall include the sum of the bid unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated on the Contract Bid Form.
 - 11.2.2 Unless otherwise provided by the Contract Documents, the estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparing Bids and determining the initial Contract Price.
 - 11.2.3 **Engineer** shall determine the actual quantities and classifications of Unit Price Work performed by **Contractor** and will review with **Contractor** preliminary determinations before recommending an Application for Payment for those items.
 - 11.2.4 **Contractor** shall have included overhead and profit in the price of each separately stated unit price item bid.
 - 11.2.5 The Unit price of an item of Unit Price Work shall be subject to re-evaluation, negotiation, and possible adjustment under the following conditions:
 - 11.2.5.1 If the total cost of a particular item of Unit Price Work change by \$30,000 or 5% or more of the total Contract Price, whichever is less, and the variation in the quantity of that particular item of Unit Price Work performed by **Contractor** differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
 - 11.2.5.2 If **Contractor** justifies and adequately documents to the **Department's** satisfaction additional expenses have been incurred as a result thereof, or
 - 11.2.5.3 If **Department** believes that the quantity variation entitles **Department** to an adjustment in the Unit Price, either **Department** or **Contractor** may make a request for an adjustment in the Contract Price in accordance with the Contract Documents. If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed, a claim may be made.
 - 11.2.6 The negotiated Unit Price shall be applicable only to the variation in quantities above 115% or below 85% of the quantities estimated or indicated.
 - 11.2.7 If **Department** or **Contractor** believes that the quantity variation requires an extension or shortening in Contract Time, either party shall within seven working days of knowledge of the variation in quantities, submit a written Proposed Change Order to the other party and to **Engineer**, and substantiate the request within fifteen days thereafter in accordance with the analysis and documentation provisions of the Standard and Supplementary Specifications.

ARTICLE 12 - Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work

Warranty and Guarantee:

- 12.1 **Contractor** warrants and guarantees to **Department** that all Work shall be in accordance with the Contract Documents and shall not be defective. Immediate notice of all defects shall be given to **Contractor** by **Engineer**. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 12.1.1 The obligations of **Contractor** under this paragraph 12.1 shall be in addition to and not in limitation of any obligation imposed upon it by special guarantees required by the Contract Documents or by Law.
- 12.1.2 Notwithstanding anything in these Contract Documents to the contrary, when a particular item of equipment or part of the Work reaches Substantial Completion upon successful performance of Pre-operational Testing, and a) is not placed in continuous service until the commencement of the Correction Period, or b) is placed in continuous service upon reaching Substantial Completion (as a segment of a completed Project) but use will be limited until all segments of the Project reach substantial completion thereby commencing the Correction Period, and notwithstanding anything in the Contract Documents to the contrary, **Contractor** shall maintain the particular item of equipment or part of the Work in good order and in proper working condition during the period between the particular Substantial Completion date and the commencement of the Correction Period, and for such maintenance **Contractor** shall receive no adjustment in Contract Price. Also **Contractor** shall maintain the warranties and guarantees required under paragraph 12.1 of the General Conditions in full force and effect during the period between the particular item's Substantial Completion date and the commencement of the Correction Period, and for such warranties and guarantees **Contractor** shall receive no adjustment in Contract Price.
- 12.1.3 The warranties and guarantees provided by **Contractor** under paragraph 12.1 of the General Conditions shall remain in full force and effect from the date of Substantial Completion of the Work, or part thereof, until one year after the date of commencement of the Correction Period or such a longer period as may be prescribed by Law or the terms of any applicable specific warranty or guarantee required by the Contract Documents or by any specific provision of the Contract Documents.

One Year Correction Period:

- 12.2 If within the period from the date of Substantial Completion of a particular item of equipment or a designated part of the Work to one year after the commencement of the Correction Period, or such longer period as may be prescribed by Federal or New York State Law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, the particular item of equipment or designated part of the Work is found to be defective, **Contractor** shall promptly, without an adjustment in Contract Price and in accordance with **Department's** or **Engineer's** written instructions, either correct such Defective Work, or if it has been rejected by **Department** or **Engineer**, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents. **Department** or **Engineer** may direct the correction or removal and replacement of Defective or rejected Work. In addition to any other remedies which **Department** may have, **Contractor** shall pay the indirect and consequential costs of such correction or removal and replacement, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by **Department** due to delays to others performing work under a separate contract with **Department**, and other contractual obligations, if the Defective Work is not corrected or the rejected Work is not removed and replaced within 30 days of the **Department's** or **Engineer's** written rejection or request for rejection of Work unless otherwise provided for in writing. In the event that **Contractor** fails to pay such costs within thirty days after

receipt of an invoice from **Department**, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount, and **Department** shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, a claim may be made therefore as provided in Articles 9 and 10 and 15 of the General Conditions.

- 12.2.1 At the date of Substantial Completion of the Work, the parties have agreed on the date for commencement of the Correction Period. However, **Department** may at its sole option advance or delay the date for commencement of the Correction Period, and **Contractor's** obligations to extend warranties and guarantees in accordance with paragraphs 12.1.2 and 12.1.3 or to maintain the Work in accordance with paragraph 12.1.2 and 12.1.3 until then shall remain absolute. Applicable Change Orders or Proposed Change Orders shall be executed by the parties to adjust the Contract Price, as appropriate, on the basis of the unit prices declared in **Contractor's** Bid for extended warranty and extended maintenance requirements.
- 12.2.2 No later than 30 days before the date for commencement of the Correction Period, **Engineer** shall notify **Contractor** in writing of the date upon which the Correction Period is expected to commence, and **Contractor** shall ensure that the parts of the Work which reached Substantial Completion upon successful performance of Pre-operational Testing but were not placed in continuous service, are ready in their entirety by such date for use by **Department** as contemplated in the Contract Documents. In addition to any other damages payable by **Contractor** under these Contract Documents, **Contractor** shall also be liable for any damages suffered by **Department** on account of the parts of the Work which reached Substantial Completion upon successful performance of Pre-operational Testing but were not placed in continuous service at the beginning of the Correction Period because they were not ready for continuous utilization for the purposes for which they are intended.
- 12.2.3 Each month during the period between the date of Substantial Completion of parts of the Work which reached Substantial Completion upon successful performance of Pre-operational Testing and the date of commencement of the Correction Period, **Contractor** shall certify to **Engineer** in writing that the said parts of the Work are being properly maintained and will be ready for use by **Department** upon commencement of the Correction Period.
- 12.2.4 During the period described in Section 12.2.3 until commencement of the Correction Period, **Contractor** shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. **Contractor** shall rebuild, repair, restore, and make good at no cost to **Department** all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall at no expense to **Department** provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension in Contract Time for any cause shall not relieve **Contractor** of its responsibility for the Work as herein specified.
- 12.2.5 **Contractor's** responsibilities under this Paragraph 12.2 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

Access to Work:

- 12.3 Representatives of **Department**, **Engineer**, and representatives of testing agencies and governmental agencies with jurisdictional interests will have access to the Work at all times for observation, inspection and testing. **Contractor** shall provide proper and safe conditions for such access.

Inspections, tests or observations by **Engineer**, **Department** or third parties may be performed to provide information to **Department** on the progress of the Work. however, this provision is not intended to create any duty or obligation to **Contractor** by **Department** or **Engineer**, nor is the information provided intended to fulfill **Contractor's** obligations under the Contract.

Tests and Inspections:

- 12.4 **Contractor** shall give **Engineer** timely notice of readiness of the Work for all required inspections, tests or approvals.
- 12.5 If a Law specifically requires any Work (or part thereof) to be inspected, tested or approved, **Contractor** shall assume full responsibility therefor, pay all costs in connection therewith and furnish to **Engineer** the required certificates of inspection, testing or approval. Except as provided in Article 5, **Contractor** shall be responsible for and shall pay all costs in connection with any inspection or testing required in connection with **Department's** or **Engineer's** acceptance of materials or equipment proposed or submitted to **Department** and **Engineer** for approval prior or subsequent to **Contractor's** purchase thereof for incorporation in the work. The cost of all inspections, tests and approvals in addition to the above which are required by the contract documents shall be paid by **Contractor**.
- 12.6 All inspections, tests or approvals other than those required by Law to be performed or given by public body having jurisdiction over the Work or any part thereof, shall be performed by organizations acceptable to **Department** and **Engineer**. **Contractor** shall perform sufficient inspection and testing of the Work to support the warranty and guarantee requirements of paragraph 12.1 and 12.2 of the General Conditions. Reference is made to the Supplementary Conditions, Standard Specifications and Supplementary Specifications for provisions applicable to the procurement of an independent testing laboratory.
- 12.7 If any Work, including the work of others, that is to be inspected, tested or approved is covered without written concurrence of **Engineer**, it must, if requested by **Engineer**, be uncovered for inspection. Such uncovering shall be at **Contractor's** expense unless **Contractor** has given **Engineer** timely notice of **Contractor's** intention to cover the same and **Engineer** has not acted with reasonable promptness in response to such notice.
- 12.8 Neither inspections by **Engineer** nor inspections, tests or approvals by others shall relieve **Contractor** from **Contractor's** obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

- 12.9 If any work is covered contrary to the written request of **Engineer**, it must, if requested by **Engineer**, be uncovered for **Engineer's** inspection and replaced at **Contractor's** expense.
- 12.10 If **Engineer** considers it necessary or advisable that covered Work be inspected by **Engineer** or inspected or tested by others, **Contractor**, at **Engineer's** request, shall uncover, expose or otherwise make available for observation, inspection or testing as **Engineer** may require, that portion of the Work in question, furnishing all necessary labor, material and equipment.
- 12.10.1 If it is found that such Work is Defective, **Contractor** shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by

Department due to delays to others performing work under a separate contract with **Department**, and other contractual obligations, **Contractor** shall further bear the responsibility for keeping the Work on schedule and shall not be entitled to any extension of Contract Time or recovery of any delay damages due to the uncovering.

- 12.10.2 If, however, such Work is not found to be Defective, **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction pursuant to Articles 9, 10 and 11.
- 12.10.3 When covered Work is uncovered and found to be Defective, all direct, indirect and consequential costs as established in paragraph 12.10.1 shall be paid by **Contractor**. In the event that **Contractor** fails to pay such costs within thirty days after receipt of an invoice from **Department**, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount as an appropriate reduction in the Contract Price, and if the parties are unable to agree as to the amount thereof, the **Contractor** may make a claim therefore as provided in Articles 9 and 10 of the General Conditions.

Department May Stop the Work:

- 12.11 If the Work is defective, or **Contractor** fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, **Department** may order **Contractor** to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of **Department** to stop the Work shall not give rise to any duty on the part of **Department** to exercise this right for the benefit of **Contractor** or any other party.
- 12.11.1 **Contractor** shall bear all direct, indirect and consequential costs of such order to **Contractor** to stop Work including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by **Department** due to delays to others performing work under a separate contract with **Department**, and other contractual obligations, and **Contractor** shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of contract time or recovery of any delay damages due to the order to stop Work.
- 12.11.2 In the event that **Contractor** fails to pay such costs within thirty days after receipt of an invoice from **Department**, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount as an appropriate reduction in the Contract Price. If the parties are unable to agree as to the amount thereof, the **Contractor** may make a claim therefore as provided in Articles 9, 10, 11 and 15 of the General Conditions.

Correction or Removal of Defective Work:

- 12.12 If required by **Engineer**, **Contractor** shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by **Engineer**, remove it from the site and replace it with non-defective Work that conforms with the Contract Documents. **Contractor** shall bear all direct, indirect and consequential costs of such correction or removal including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by **Department** due to delays to others performing work under a separate contract with **Department**, and other contractual obligations. **Contractor** shall further

bear the responsibility for keeping the Work on schedule and shall not be entitled to any extension in Contract Time or recovery of any delay damages due to the correction or removal. In the event that **Contractor** fails to pay such costs within thirty days after receipt of an invoice from **Department**, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount, as an appropriate reduction in the Contract Price. If the parties are unable to agree as to the amount thereof, the **Contractor** may make a claim therefore as provided in Articles 9, 10, 11 and 15 of the General Conditions.

Acceptance of Defective Work:

- 12.13 If, instead of requiring correction or removal and replacement of defective Work, **Department** prefers to accept it, **Department** may do so. **Contractor** shall bear all direct, indirect and consequential costs attributable to **Department's** evaluation and determination to accept such Defective Work, such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by **Department** due to delays to others performing work under a separate contract with **Department**, and other contractual obligations. **Contractor** shall further bear the responsibility for keeping the Work on schedule and shall not be entitled to any extension in Contract Time or recovery of any delay or acceleration damages due to **Department's** evaluation and determination to accept such Defective Work. If any such acceptance occurs prior to **Engineer's** recommendation of final payment, a Change Order may be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and **Department** shall be entitled to an appropriate reduction in the Contract Price. In the event that **Contractor** fails to pay such costs within thirty days after receipt of an invoice from **Department**, or if the parties are unable to agree as to the amount thereof, **Contractor** may make a claim therefore as provided in Articles 9, 10, 11 and 15 of the General Conditions. If the acceptance occurs after final payment, an appropriate amount will be refunded by **Contractor** to **Department**.

Department May Correct Defective Work:

- 12.14 If **Contractor** fails within a reasonable time after written notice of **Engineer** to proceed to correct and to correct Defective Work or to remove and replace rejected Work as required by **Engineer**, or if **Contractor** fails to perform the Work in accordance with the Contract Documents, or if **Contractor** fails to comply with any other provision of the Contract Documents, **Department** may, after seven days' written notice to **Contractor**, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, **Department** may exclude **Contractor** from all or part of the site, take possession of all or part of the work and suspend or terminate **Contractor's** services related thereto, take possession of **Contractor's** tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which **Department** has paid **Contractor** but which are stored elsewhere. **Contractor** shall allow **Department**, and **Department's** representatives, agents and employees such access to the site as may be necessary to enable **Department** to exercise the rights and remedies provided by this paragraph and the Contract Documents. All direct, indirect and consequential costs of **Department** in exercising such rights and remedies will be charged against **Contractor** in an amount approved as to reasonableness by **Engineer**, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and **Department** shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, **Contractor** may make a claim therefore as provided in Article 9, 10, 11 and 15. Such direct, indirect and consequential costs shall include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all costs of delay and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of **Contractor's** Defective Work. **Contractor** shall

not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by **Department** of **Department's** rights and remedies hereunder.

ARTICLE 13 - Payments to Contractor and Completion

Schedule of Values:

- 13.1 The schedule of values established as provided in paragraph 1.4 and 1.6 of the General Conditions shall serve as the basis for progress payments. Progress payments for Unit Price Work shall be based on the number of units completed. **Department** will furnish Application for Payment forms.

Application for Progress Payment:

- 13.2 At least fourteen days before each progress payment is scheduled to be submitted to the Department, **Contractor** shall submit to **Engineer** for review an Application for Payment on forms furnished by **Department** filled out and signed by **Contractor** covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by bills of sale, invoices or other documentation supporting the cost, together with documents warranting that **Department** has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (each and all of these terms are hereinafter referred to as "Liens"). Each Application for Payment shall contain a certification by **Contractor** that progress payments received from **Department** on account of the Work have been applied by **Contractor** and its Subcontractors to discharge in full all of **Contractor's** and its Subcontractors' obligations stated in the prior Application for Payment, and that **Contractor** has verified the accuracy of the progress reported to have been completed by **Contractor** or its Subcontractors in the Application for Payment. Notwithstanding any other provisions of the Contract Documents to the contrary, neither **Department** nor **Engineer** are under any duty or obligation whatsoever to any Subcontractor or Supplier to insure that payments due and owing by **Contractor** to any of them are or will be made. Such parties shall rely only on **Contractor's** surety bonds for remedy of nonpayment by **Contractor**. The amount of retainage with respect to progress payments will be as provided for by the laws of New York State.
- 13.2.1 An Application for Payment a) will not be approved if the as-built documents, including but not limited to Drawings legibly marked in accordance with Contract Documents to record actual construction, are not kept current, and b) will not be approved until the completed as-built documents, showing all variations between the Work as actually constructed and as originally shown on the Drawings and other Contract Documents, have been inspected by **Engineer**. For the purpose of this paragraph, the as-built documents will be considered current if they include all of the documents itemized in paragraph 5.19 together with any other information that supplements or changes the original Contract Documents which has been delivered or otherwise made known to **Contractor** prior to the time when Application for Payment is to be reviewed by **Engineer**.
- 13.2.2 An Application for Payment will not be approved until **Contractor** has submitted and **Engineer** has reviewed the Progress Schedule and submittals required in Contract Documents which are due prior to that Application for Payment.

Contractor's Warranty of Title:

- 13.3 **Contractor** warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether or not incorporated in the Project, shall pass to **Department** no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

- 13.4 **Engineer** shall, within five days after receipt of each Application for Payment, either recommend payment in writing and present the Application to **Department** or return the Application to **Contractor** indicating in writing **Engineer's** reasons for refusing to recommend payment. In the latter case, **Contractor** may make the necessary corrections and resubmit the application. After presentation of the application for payment with **Engineer's** recommendation, the amount recommended shall be paid in accordance with New York State Law upon approval of the **Department**.
- 13.5 **Department** may refuse to make payment of the full amount recommended by **Engineer** for one or more of the following reasons: claims have been made against **Department** on account of **Contractor's** performance, or furnishing of the Work, Liens have been filed in connection with the Work, there are other facts or circumstances entitling **Department** to a set-off against the amount recommended, or **Department** has determined that Work performed by **Contractor** does not conform to Contract Documents including, but not limited to, moneys payable by **Contractor** to **Department** pursuant to the requirements of Articles 5 and 12 of the General Conditions. In the event of such refusal to pay the full recommended amount, **Department** must give **Contractor** prompt written notice (with a copy to **Engineer**) stating the reasons for such action.

Substantial Completion:

- 13.6 When **Contractor** considers all or part of the Work ready for its intended use, **Contractor** shall notify **Department** and **Engineer** in writing that the Work, or specified part thereof, is substantially complete except for items specifically listed by **Contractor** as incomplete, and request that **Engineer** issue a certificate of Substantial Completion for the Work, or such specified part thereof. Within a reasonable time thereafter, not to exceed 30 days, **Department**, **Contractor** and **Engineer** shall make an inspection of the Work, or specified part thereof, to determine the status of completion. If **Engineer** or **Department** does not consider the Work, or specified part thereof, substantially complete, **Engineer** shall notify **Contractor** in writing giving the reasons therefor, after consultation with the **Department**. If **Engineer** considers the Work, or part thereof, substantially complete, **Engineer** shall prepare and deliver to **Department** a tentative certificate of Substantial Completion for the Work, or part thereof which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment, and **Engineer's** written recommendation as to a division of responsibilities between **Department** and **Contractor** pending final payment including but not limited to security, operation, safety, maintenance, heat, utilities, insurance and warranties. **Department** shall have seven days after receipt of the tentative certificate with attachments during which to make written objection to **Engineer** as to any provisions of the referenced submittals and to direct a revision of the tentative certificate. Unless **Department** and **Contractor** agree otherwise in writing and so inform **Engineer** or **Department** directs the revision of the certificate of Substantial Completion for the Work, or specified part thereof, **Engineer's** recommendation will be binding on **Contractor** until final payment.

- 13.7 **Department** shall have the right to exclude **Contractor** from the Work, or part thereof, after the date of Substantial Completion for the Work, but **Department** shall allow **Contractor** reasonable access to complete or correct items on the tentative list.

Partial Utilization:

- 13.8 **Department** may use any finished part of the Work which has specifically been identified in the Contract Documents, or which **Department**, **Engineer**, and **Contractor** agree constitutes a separately functioning and usable part of the Work that can be used by **Department** without significant interference with **Contractor's** performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.8.1 **Department** at any time may direct **Contractor** in writing to permit **Department** to use any such part of the Work which **Department** believes to be ready for its intended use and substantially complete. **Contractor** may certify to **Department** and **Engineer** that said part of the Work is substantially complete and request **Engineer** to issue certificate of Substantial Completion for that part of the Work. Within a reasonable time after such direction, **Department**, **Contractor** and **Engineer** shall make an inspection of that part of the Work to determine its status of completion. If **Engineer** does not determine that part of the Work to be substantially complete, **Engineer** will notify **Department** and **Contractor** in writing giving the reasons therefor. The provisions of paragraphs 13.6 and 13.7 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

13.8.2 **Department** may at any time direct **Contractor** in writing to permit **Department** to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to **Engineer** and within a reasonable time thereafter **Department**, **Contractor** and **Engineer** shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If **Contractor** does not object in writing to **Department** and **Engineer** that such part of the Work is not ready for separate operation by **Department**, **Engineer** shall submit to **Department** a list of items to be completed or corrected together with a written recommendation as to a division of responsibilities between **Department** and **Contractor**, including but not limited to security, operation, safety, maintenance, utilities, insurance and warranties pending final payment for such Work. **Department** shall have seven days to make written objection to **Engineer's** list and recommended division of responsibilities to direct a revision thereof. Such directed revision or otherwise objected list and recommended division of responsibilities, shall become binding upon **Department** and **Contractor** at the time when **Department** takes over such operation unless they shall have agreed otherwise in writing. During such operation and prior to Substantial Completion of such part of the Work, **Department** shall allow **Contractor** reasonable access to complete or correct items on said list and to complete other related Work.

Final Inspection:

- 13.9 Upon written notice from **Contractor** that the entire Work or an agreed portion thereof is complete, **Engineer** will make a final inspection with **Department** and **Contractor** and will notify **Contractor** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. **Contractor** shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

- 13.10 After **Contractor** has completed all corrections to the satisfaction of **Engineer** and **Department** and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.19) and other documents - all as required by the Contract Documents, and after **Engineer** has indicated that the Work is acceptable (subject to the provisions of paragraph 13.12). **Contractor** may make application for final payment following the procedures for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers satisfactory to **Department** of all Liens arising out of or filed in connection with the Work. In lieu thereof and as provided for by the laws of New York State and approved by **Department**, **Contractor** may furnish receipts or releases in full and an affidavit of **Contractor** that such receipts and releases include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which **Department** or **Department's** property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, **Contractor** may furnish a Bond or other collateral satisfactory to **Department** to indemnify **Department** against any Lien.

Final Payment and Acceptance:

- 13.11 If, on the basis of **Engineer's** inspection of the work during construction and final inspection, and **Engineer's** review of the final application for payment and accompanying documentation, **Engineer** has determined that the work has been completed in substantial conformance with the contract documents and **Contractor's** other obligations under the contract documents have been fulfilled, **Engineer** will, within ten days after receipt of the final application for payment, indicate in writing **Engineer's** recommendation of payment and present the application to **Department** for payment along with a certificate that the work was completed in substantial conformance with the contract documents. Thereupon **Engineer** will give written notice to **Department** and **Contractor** that the work is acceptable subject to the provisions of paragraph 13.13. Otherwise, **Engineer** will return the application to **Contractor**, indicating in writing the reasons for refusing to recommend final payment, in which case **Contractor** shall make the necessary corrections and resubmit the Application. After presentation to **Department** of the application and accompanying documentation, in appropriate form and substance, and with **Engineer's** recommendation and certification of substantial conformance with the Contract Documents, final payment will be paid by **Department** to **Contractor** in accordance with New York State Law. If **Department** believes deficiencies exist, it will so notify **Engineer** and **Contractor** in writing.
- 13.12 If, through no fault of **Contractor**, final completion of the Work is significantly delayed and if **Engineer** so confirms, **Department** shall, upon receipt of **Contractor's** final Application for Payment and recommendation of **Engineer**, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted.

Waiver of Claims:

- 13.13 The making and acceptance of final payment will constitute:
- 13.13.1 A waiver of all claims by **Department** against **Contractor**, except claims arising from unsettled Liens, from Defective Work appearing after final inspection pursuant to paragraph 13.11 or from failure to comply with the Contract Documents or the terms of any special

guarantees specified therein; however, it will not constitute a waiver by **Department** of any claims or rights with respect to **Contractor's** continuing obligations under the Contract Documents; and

- 13.13.2 A waiver of all claims by **Contractor** against **Department** other than those previously made in writing and still unsettled.

ARTICLE 14 - Suspension of Work and Termination

Department May Suspend Work:

- 14.1 **Department** may for its convenience, order **Contractor** in writing at any time to suspend the Work or any portion thereof for such a period of time as **Department** may determine to be appropriate. A suspension of Work order will fix the date on which the Work, or portion thereof, will be resumed. **Contractor** shall resume the Work, or portion thereof, on the date so fixed.
 - 14.1.1 If the performance of the Work or portion thereof is suspended for a period of time which exceeds the Total Float available in the approved Progress Schedule for the portion or portions controlling the Work affected by a suspension of Work order pursuant to paragraph 14.1, or by an act of **Department** or **Engineer** in the administration of the Contract, or by **Department's** or **Engineer's** failure to act within the applicable latest dates substantiated in the approved Progress Schedule, **Contractor** will be allowed an increase in Contract Price or an extension in Contract Time, or both, necessarily caused by such suspension which extends the applicable latest dates in the approved Progress Schedule. However, no adjustment will be made under this paragraph of the General Conditions for any suspension to the extent: 1) that performance would have been so suspended by any other cause, including the fault and negligence of **Contractor**, or 2) for which an adjustment is provided, limited as to extent, or excluded under any other provision of the Contract Documents.
 - 14.1.2 **Contractor** shall deliver to **Engineer** a written Proposed Change Order including at a minimum, justification for the request within seven days or earlier if so required elsewhere in the Contract Documents, of the act or failure to act which **Contractor** believes gives rise to an adjustment in Contract Price or Contract Time pursuant to paragraph 14.1.1. Failure by **Contractor** to comply with the time requirements for delivery of written Proposed Change Orders will be considered to be a waiver by **Contractor** of any request for adjustment or claim for an increase in Contract Price or Contract Time for the period of time during which the Proposed Change Order has not been submitted.
 - 14.1.3 **Contractor's** proposal with all supporting data shall be delivered within 15 days of such notice or within twenty-two days of such occurrence, whichever is later, unless **Department** allows an additional period of time to obtain more accurate data. **Contractor** shall prove that additional costs and delays were necessarily incurred which meet the criteria set forth in Articles 9, 10 and 11 of the General Conditions, despite **Contractor's** reasonable, prudent, and diligent efforts to prevent such costs or delays.
- 14.2 In addition to the provisions of Appendix B, if **Department** stops Work in accordance with Article 12.10 of the General Conditions or suspends **Contractor's** services in accordance with article 12.11, or suspends the work or any portion thereof because of **Contractor's** failure to prosecute the work and to protect persons and property, **Contractor** shall not be entitled to an extension of Contract Time or an increase in Contract Price.

Department May Terminate:

- 14.3 **Department** may terminate for cause upon the occurrence of any one or more of the following events:
- 14.3.1 If **Contractor** commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if **Contractor** takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - 14.3.2 If a petition is filed against **Contractor** under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against **Contractor** under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
 - 14.3.3 If **Contractor** makes a general assignment for the benefit of creditors;
 - 14.3.4 If a trustee, receiver, custodian or agent of **Contractor** is appointed under applicable law or under contract, whose appointment or authority to take charge of property of **Contractor** is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of **Contractor's** creditors;
 - 14.3.5 If **Contractor** admits in writing an inability to pay its debts generally as they become due;
 - 14.3.6 If **Contractor** fails to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers, or suitable materials or equipment, or failure to adhere to the progress schedule established under paragraph 1.6 as revised from time to time or failure to submit an updated schedule as required by paragraph 5.6;
 - 14.3.7 If **Contractor** disregards Laws or Regulations of any public body having jurisdiction;
 - 14.3.8 If **Contractor** disregards the authority of **Engineer**; or
 - 14.3.9 If **Contractor** otherwise violates in any substantial way any provision of the Contract Documents;

Department may, after giving **Contractor** and its surety seven days written notice and to the extent permitted by Federal and New York State Law, terminate the services of **Contractor**, exclude **Contractor** from the site and take possession of the Work and of all **Contractor's** tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by **Contractor** without liability to **Contractor** for trespass or conversion, incorporate in the work all materials and equipment stored at the site or for which **Department** has paid **Contractor** but which are stored elsewhere, and finish the Work as **Department** may deem expedient. In such case **Contractor** shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs, such excess will be paid to **Contractor**. If such costs exceed such unpaid balance, **Contractor** shall pay the difference to **Department**. Such costs incurred by **Department** will be approved as to reasonableness by **Engineer** and incorporated in a Change Order or Proposed Change Order.

- 14.4 Where **Contractor's** services have been so terminated by **Department**, the termination shall not affect any rights or remedies of **Department** against **Contractor** then existing or which may thereafter accrue. Any retention or payment or moneys due **Contractor** by **Department** will not release **Contractor** from liability.
- 14.5 Upon seven days written notice to **Contractor** and **Engineer**, **Department** may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, **Contractor** shall be paid for all Work accepted by **Department**.

Contractor May Stop Work or Terminate:

- 14.6 If, through no act or fault of **Contractor**, **Engineer** fails to act on any Application for Payment within thirty days after it is submitted, or **Department** fails for one hundred and twenty days to pay **Contractor** any sum finally determined to be due by **Department**, then **Contractor** may, upon seven days' written notice to **Department** and **Engineer**, terminate the Agreement and recover from **Department** payment for all Work accepted by **Department**. In lieu of terminating the Agreement, if **Engineer** has failed to act on an Application for Payment or **Department** has failed to make any payment as aforesaid, **Contractor** may upon seven days' written notice to **Department** and **Engineer** stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve **Contractor** of the obligations under paragraph 5.30 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with **Department**.

ARTICLE 15 - Disputes

Giving Notice:

- 15.1 All claims, counterclaims, disputes and other matters in question between **Department** and **Contractor**, arising out of or relating to the Contract Documents or the breach thereof (hereafter referred to as claims) except for claims which have been waived by the making or acceptance of final payment as provided in paragraph 13.11, shall be resolved under this Article.
- 15.1.1 A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this Article. Such a submission may be converted to a claim under this Article by complying with the requirements of this Article, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 15.2 A claim by **Contractor** shall be made in writing and submitted to **Department** for evaluation with a copy to **Engineer**.
- 15.3 A written demand or written assertion by **Contractor** seeking the payment of money exceeding \$10,000 is not a claim under this Article until certified as required below. For claims exceeding \$10,000 **Contractor** shall submit with the claim a certification that:
- 15.3.1 The claim is made in good faith,
- 15.3.2 Supporting Cost and Pricing Data are current, accurate, and complete to the best of the **Contractor's** knowledge and belief, and

- 15.3.3 The amount of the claim accurately reflects the adjustments in Contract Price or Contract Time which **Department** has agreed to or for which **Contractor** believes **Department** is liable.
- 15.4 The **Contractor's** certification shall be executed by **Contractor's** Authorized Representative specified in the Contract Documents.
- 15.5 For claims of \$10,000 or less, **Department** shall render a decision if requested in writing by **Contractor**. For **Contractor** certified claims over \$10,000, **Department** shall decide the claim or notify **Contractor** of the date by which the decision will be made.
- 15.6 **Department's** decision shall be final unless **Contractor** initiates legal action within 120 days of **Department's** final decision.
- 15.7 **Contractor** shall proceed diligently with performance of Work under this Contract, and comply with any decision of **Engineer** or **Department** pending final resolution of any request for relief, claim, appeal, or action arising under the Contract.
- 15.8 **Contractor** agrees that all claims shall be subject to resolution pursuant to **Department** procedures as described in the Disputes article of the Agreement.

ARTICLE 16 - Miscellaneous

Notice and Service:

- 16.1 All notices, demands, requests, instructions, approvals and claims shall be in writing.
- 16.1.1 Any notice to or demand upon **Contractor** shall be deemed sufficient if delivered to **Contractor's** representative at the site or if delivered to the individual proprietor if **Contractor** is an individual, to a partner if **Contractor** is a partnership or to an officer of the corporation if **Contractor** is a corporation, at the office of **Contractor** specified in the Contract Documents, or if deposited in the United States mail in a sealed, postage prepaid envelope, addressed to the principal office of **Contractor** listed in the Agreement, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the office of **Contractor** specified in the Contract Documents or faxed to the number provided in the Contract Documents and followed by written notice.
- 16.1.2 All notices or other papers required to be delivered by **Contractor** to **Department**, or to any of its representatives shall, unless otherwise specified in writing to **Contractor**, be delivered to **Department** at the office specified in the Contract Documents. Any other notice or demand upon **Department** shall be deemed sufficient if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office or to such other representative of **Department** or to such other address as **Department** may subsequently specify in writing to **Contractor** for such purpose, or faxed to the number provided in the Contract Documents and followed by written notice.
- 16.1.3 Any written notice or other communication to **Contractor's** Surety or Sureties shall be delivered or mailed to the home office of the Surety or Sureties, or to the agent or agents who executed the Bonds on behalf of the Surety or Sureties.

- 16.1.4 Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing or of telegrams, at the time of actual receipt thereof.

Computation of Time:

- 16.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last calendar day of such period. If the last calendar day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the State of New York, such day will be omitted from the computation. This does not apply to contract completion time as set forth in Article 6 of the Agreement.

General:

- 16.3 Should **Department** or **Contractor** suffer injury or damage to person or property because of an act or omission to act of the other party, its employees or agents or others for whose acts the other party is legally liable, a Claim may be made therefore, in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 16.4 The duties and obligations imposed by these General Conditions and the rights and remedies available to the parties hereunder, including but not limited to the warranties, guarantees and obligations imposed upon **Contractor** by Contract Documents and all of the rights and remedies available to **Department** thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by New York State Laws, by special warranty or guarantee or by other provisions of the Contract Documents. The provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement.
- 16.5 The obligation of **Contractor** to maintain the Work, or any part thereof, until the completion of the Correction Period shall survive final payment and termination or completion of the Agreement.

No Waiver of Legal Rights:

- 16.6.1 Inspection by **Engineer** or by any of its duly authorized representatives, any measurement or report by **Engineer**, any order by **Department** for the payment of money, any payment for or acceptance or possession of any Work or any extension in Contract Time or any possession taken by **Department** shall not operate as a waiver of any provision of the Contract Documents, or any power therein preserved to **Department**, or of any right to damages therein provided. Any Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.
- 16.6.2 **Department** reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the Contract Documents. **Department** further reserves the right, should proof of Defective Work on the part of **Contractor** be discovered after the final payment has been made, to claim, and recover by process of law, such sums as may be sufficient to correct the error, or make good the defects in the Work.

- 16.6.3 Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

Affidavit and Release of Lien:

- 16.7.1 When the Work has been completed, **Contractor** shall execute a final release of Lien and an Affidavit declaring that all bills have been paid in full, and that the requirements of the New York State Labor Law have been complied with.
- 16.7.2 These documents will be furnished to **Department** on the forms included with the Contract Documents.
- 16.7.3 **Contractor** shall be responsible for obtaining and submitting these forms to **Department** for all subcontractors involved in the Work.

Recovery Rights Subsequent to Final Payment:

- 16.8 **Department** reserves the right, should an error be discovered in an Application for Payment or should proof of Defective Work or materials used by or on the part of **Contractor** be discovered after the final payment has been made, to claim and recover from **Contractor** or his Surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

General Guarantee:

- 16.9 Neither the final acceptance, nor final payment by **Department**, nor any provision of the Contract Documents, nor partial or entire use of the Work by **Department**, shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve **Contractor** of liability in respect to any express warranties or responsibility for faulty materials or workmanship. **Contractor** guarantees the remedy of all Defective Work and payment for all damage to other Work, persons or property resulting therefrom which shall occur within one year from the date of final acceptance unless a longer period is required by Contract Documents, by Law, or by standard practice. **Department** will give notice of observed Defective Work with reasonable promptness. **Contractor** shall ensure that its Surety shall be bound with and for **Contractor** in the faithful observance of this General Guarantee.

Audit; Access to Records:

- 16.10.1 In addition to the rights of access set forth in Appendix A, if **Contractor** has submitted Cost and Pricing Data in connection with the pricing of any Change Order, Proposed Change Order or Claim related to this Contract, **Department** and **Engineer** or any of their duly authorized representatives shall have the right to examine and audit all books, ledgers, records, and documents pertinent to all Cost and Pricing data available and relied upon by **Contractor** including but not limited to that used by **Contractor** in the determination of its Bid for the Work, in order to evaluate the accuracy, completeness, and currency of the Cost or Pricing data.
- 16.10.2 **Contractor** shall make available at **Contractor's** office at all reasonable times the materials described in paragraph 16.10.1 above, for examination, audit, or reproduction, until 6 years after final payment under this Contract.

- 16.10.2.1 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for 6 years after any resulting final termination settlement.
- 16.10.2.2 Records pertaining to appeals under Article 15 of Section 8, "General Conditions," to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.
- 16.10.3 A provision stating that all the requirements of this Article of Section 8, "General Conditions" are applicable to Subcontracts under this Contract exceeding \$50,000 in value shall be inserted by **Contractor** in all such subcontracts.

Price Reduction for Defective Cost or Pricing Data:

- 16.11.1 This provision shall become operative only for any Change Order, or Proposed Change Order or claim settlement under this Contract involving aggregate increases and/or decreases in costs, plus applicable profits, of more than \$10,000; except that this provision shall not apply to any amendment to the Contract for which the price of the Work involved in the amendment is:
 - 16.11.1.1 Based on adequate price competition;
 - 16.11.1.2 Based on established catalog or market prices of commercial items sold in substantial quantities to the general public, or
 - 16.11.1.3 Set by New York State law.
- 16.11.2 If any price, including profit, negotiated in connection with any Change Order, Proposed Change Order or claim settlement under this provision, was increased because: 1) **Contractor** or a Subcontractor, Supplier, other person or organization furnished Cost and Pricing Data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; 2) a designated or prospective Subcontractor, Supplier, other person or organization furnished **Contractor** Cost and Pricing Data that were not complete, accurate, and current as certified in the **Contractor's** Certificate of Current Cost and Pricing Data; or 3) any of these parties furnished data of any description that were not accurate, the price shall be changed accordingly and the Contract shall be adjusted to reflect the change. This right to a change in Contract Price is limited to that resulting from defects in data relating to amendments to the Contract for which this provision becomes operative under paragraph 16.11.1 above.
- 16.11.3 Any decrease in Contract Price under paragraph 16.11.2 above due to defective data from a designated or prospective Subcontractor, Supplier, other person or organization that was not subsequently awarded the Subcontract or purchase order shall be limited to the amount, plus applicable overhead and profit markup, by which 1) the actual Subcontract or purchase order or 2) the actual cost to **Contractor**, if there was no Subcontract or purchase order, was less than the prospective Subcontract or purchase order, cost estimate submitted by **Contractor**; provided, that the actual Subcontract or purchase order price was not itself affected by defective cost or Pricing data.

16.11.4 Before awarding any Subcontract or purchase order which exceeds or can be reasonably expected to exceed \$150,000 when entered into, or pricing any Change Order or Proposed Change Order or claim settlement involving a pricing adjustment expected to exceed \$10,000, **Contractor** shall require the Subcontractor, Supplier, other person or organization to submit Cost or Pricing data (actually or by specific identification in writing), unless the price is:

16.11.4.1 Based on adequate price competition;

16.11.4.2 Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

16.11.4.3 Set by New York State law.

16.11.5 **Contractor** shall require such Subcontractor, Supplier, other person or organization to certify in the form prescribed in the Contract Documents, that to best of its knowledge and belief, the data submitted under paragraph 16.11.4 is accurate, complete, and current as of the date of agreement on the negotiated price of the Subcontract, purchase order, Change Order, Proposed Change Order, or claim settlement affecting the Subcontract.

16.11.6 **Contractor** shall make the provisions of this Article applicable to all Subcontracts or purchase orders that exceed or can be reasonably expected to exceed \$150,000.

No Waiver:

16.12.1 The rights and remedies set forth in the Contract Documents are not exclusive and are in addition to any other rights and remedies provided by law or equity. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by New York State law.

16.12.2 No act or omission by **Department** or **Contractor** shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such act or omission constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Comparable or Equivalent Terms:

16.13.1 **Contractor** warrants, represents and guarantees that all of the prices, terms, warranties and benefits granted to **Department** under the Contract are comparable to or better than the equivalent terms, prices, warranties and benefits offered to any other existing customer for similar Work.

16.13.2 In addition to the other remedies available, **Department** may demand repayment for any excess payment, plus interest thereon, for failure of **Contractor** to comply with paragraph 16.13.1.

Unlawful Provisions Deemed Stricken:

16.14.1 If the Contract Documents contain any unlawful provisions, such unlawful provisions shall be of no effect. Any provision determined to be unlawful by a court of competent jurisdiction, shall be deemed stricken from the Contract Documents without affecting the validity of the remaining provisions of the Contract Documents.

All legal Provisions Included:

- 16.15.1 All provisions of Law required to be included in the Contract Documents shall be and are inserted herein. If through mistake, neglect, oversight or otherwise, any such provision has not been included or included in improper form, upon the application of either party, the Contract Documents shall be amended in writing at no increase in Contract Price nor extension in Contract Time, so as to comply with the Law.

No Estoppel:

- 16.16 **Department** or any officer, employee, servant or agent thereof, shall not be estopped, bound or precluded by any determination, return, decision, approval, order, letter, payment or certificate made or given by **Engineer** or any other officer, employee, servant or agent of **Department**, at any time, either before or after final completion and acceptance of the Work and payment therefor:
- 16.16.1 From showing the true and correct amount, classification, quality, and character of the Work completed and materials furnished by **Contractor** or any other person under the Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment, or certificate is untrue and incorrect, or improperly made in any particular, or that the Work or the materials or any part thereof, do not in fact conform to the Contract Documents; or,
- 16.16.2 From demanding the recovery of any overpayments made to **Contractor**, or such damages as **Department** may sustain by reason of failure to perform each and every term, provision or condition of the Contract in accordance with its terms.

Prohibited Interests:

- 16.17 No official of **Department** who is authorized in such capacity on behalf of **Department** to negotiate, make, accept or approve or to take part in the negotiating, making or approving any architectural, engineering, inspection, construction or material supply contract or any Subcontractor in connection with the Work or the Project of which the Work is a part, shall be knowingly permitted by **Contractor** to become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer or project representative of or for **Department** who is authorized in such capacity and in behalf of **Department** to exercise any executive, supervisory or other similar function in connection with the Work or the Project of which the Work is a part shall be knowingly permitted by **Contractor** to become directly interested personally in this Contract or in any part thereof.

SECTION IX

Supplementary Conditions

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SECTION IX

Supplementary Conditions

ARTICLE 1 - Experience

Prime Contractor must have a minimum of 3 years of experience on hazardous waste remediation projects. The contractor and/or subcontractor must have a minimum of three years of experience in the following operations:

1. Solids separation processing and water treatment design, construction and operation
2. Mechanical soil removal and construction dewatering
3. Sprung or equivalent treatment building construction
4. Concrete work and utility installation
5. At least 24 months experience in environmental hydraulic dredging. Environmental hydraulic dredging experience is defined by the following:
 - a. Dredge operator(s) (resume to be provided) must have project experience which can collectively show removal of at least 25,000 cy of material considered hazardous waste (i.e., the material was removed due to its hazardous nature rather than for navigational purposes). This does not include marginally contaminated material dredged for navigational purposes.
 - b. Dredging contractor must demonstrate that hydraulic dredges selected for use at Lake Capri minimize the resuspension of sediments and creation of turbidity (specifications for dredges must be provided).
 - c. Dredge operator must be able to demonstrate extensive experience in control of the dredge head elevation through the use of state of the art navigational equipment and controls (i.e., underwater camera, DGPS equipment, sounding devices), to maximize sediment removal efficiency while minimizing overdredging.
 - d. Dredge contractor must have personnel (resumes to be provided) who are knowledgeable and experienced in the use of acoustic depth sounding devices, differential global positioning system (DGPS) navigational devices and contour/volume generating software (i.e., HYPACK) so that data can be collected quickly and accurately for the purpose of defining the bathymetric surface and volumes of sediments removed.

The contractor and/or subcontractors must have at least 24 months experience in environmental dredging. OSHA 1910.120 training is required.

ARTICLE 2 - Additional Insured Parties

The West Islip School District will be named as additional insured on the Contractor's Protective Liability Insurance.

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Standard Specifications

SPEC 00001

Progress Schedule

1) *Terms and Definitions*

The terms listed below (or pronouns in place of them) have the following intent and meanings which are applicable to both the singular and plural thereof.

- a) **Activity** - A part of the Work identified in the Progress Schedule, assigned a description, duration, certain codes, and other related Shop Drawing data, and Cost and Pricing data, and evaluated to start and finish in accordance with Early and Late Schedules.
- b) **Activity, Critical** - An Activity is considered to be Critical when it is evaluated to have the minimum value of Total Float Time available in the Progress Schedule.
- c) **Activity, Value** - That portion of the contract Price which represents a fair value for the part of the Work identified by that Activity.
- d) **As-Built Schedule** - Term used to denote record schedule drawings and data substantiating how the Work was actually as to timing, sequencing and rate of progress.
- e) **Bar Chart Diagram** - A graphical representation of how the Work is to be performed as shown by timing each activity between a single choice of anticipated start and finish dates.
- f) **Critical Path** - The sequence of Critical Activities from the Date for Commencement of the Contract Time, or Contract Times, to Substantial Completion of the Work, or part thereof.
- g) **Critical Path Method Diagram** - A graphical representation of how the Work is to be performed as represented by the sequencing and timing of the Activities. A CPM Diagram shall either follow an "arrow" (I-J) format, wherein the start of an Activity is dependent upon the finish of preceding Activities, or a "precedence" format, wherein either the start or finish of an Activity is dependent upon either the start or finish of preceding Activities.
- h) **Dummy restraints** - Activities not identifying a part of the Work, and used to preserve proper logic sequencing, avoid duplicate Activity numbering, to enforce Work Sequences indicated in or required by the Contract Documents, or to achieve other preferential sequencing chosen by Contractor.
- i) **Duration (Activity)** - Estimated or required time of performance for the part of the Work represented by that Activity.
- j) **Free Float** - Working days by which an Activity may be delayed from its Early Schedule, without delaying any other Activities from their Early Schedules.
- k) **Contract Float** - Working days between the date(s) for Substantial Completion shown for the Work, or part thereof, in Contractor's anticipated Early Schedule, and the corresponding Contract Time or Contract Times.

- l) **Total Float** - Working days between the Early Schedule and the Late Schedule for an Activity by which that Activity may be delayed without necessarily extending the Contract time, or Contract Times.
 - m) **Early Schedule (Late Schedule)** - The proposed Early Dates (Late Dates) of performance for the parts of the Work represented by the Activities. The Early dates are predicated on proceeding with the Work, or part thereof, exactly on the date when the Contract Time, or applicable Contract Time, commences to run; and the Late dates are based on achieving Substantial Completion of the Work, or part thereof, exactly on the Contract Time, or applicable Contract Times.
 - n) **Percent Complete** - That portion of an Activity which when multiplied by the Activity Value will yield a fair proportion of the Contract Price for that part of the Work completed.
 - o) **Preferential Logic - Contractor's** approach to sequencing of the Work over and above those sequences indicated in or required by the Contract Documents. Examples include equipment restraints, crew movements, form reuse, special logic (lead/lag) restraints, etc. factored into the Progress Schedule instead of disclosing the associated Float Times.
- 2) **Requirements Included**
- a) Pursuant to the requirements of the Contract Documents, **Contractor** shall prepare and submit, finalize, and periodically adjust the Progress Schedule as required herein.
 - b) This Section of the Specifications requires **Contractor** to plan, manage, schedule and execute the Work in accordance with a Progress Schedule meeting the requirements of the Contract Documents; that **Contractor's** Progress Schedule stay current with **Contractor's** approach to performing Work remaining; that the Progress Schedule, when approved, be jointly used by **Owner, Engineer** and **Contractor** to substantiate or mitigate the impact of delays and Change Orders; and that **Contractor** prepare record schedule drawings and data showing how the Work is being performed as to sequencing, timing, and rate of progress.
- 3) **Bar Chart Description**
- a) A Bar Chart Diagram does not show express logic ties, nor does it compute Early or Late Dates as defined above. Although a Bar Chart Diagram may show Contract Float time, it does not disclose Activity Total Float values.
 - b) Total Float and Contract Float are not for the exclusive benefit of **Owner, Engineer, Contractor**, or others, but is time available to all parties as needed for the Contract as a whole. Such Float times shall be shared between **Owner, Engineer, Contractor** and others to absorb delays which could not be mitigated by any other reasonable means.
 - c) Activity representative quantities, Activity Value, Activity Percent Complete data, Activity Value of Work performed, and the applicable Value of significant subcomponents. The sum of all Activity Values shall equal the corresponding Contract Price for the Work. The sum of all Activity Values for Work performed divided by the Contract Price shall equal the Percent Complete for the Work.
- 4) **Critical Path Method (CPM) Description**
- a) The Progress Schedule shall be based on the Critical Path Method (CPM) of planning and scheduling, and prepared, finalized, and revised in accordance with the principles, definitions and

terms described hereafter and those standards of the industry for CPM scheduling which are not in conflict with this Specification.

- b) CPM Diagrams shall show in detail the priority, sequencing and interdependence of Activities, and the sequence in which the Work is to be accomplished to: a) to comply with the Contract Time(s), named allowances, and those sequences of Work indicated in or required by the Contract Documents; b) to anticipate foreseeable events that may in any manner affect cost, progress, schedule, performance, and furnishing of the Work; and c) to reflect the means, methods, techniques, sequences, and procedures of construction anticipated by **Contractor**, subject to the limitations on Float sequestering set forth by this Specification.
 - c) Total Float and contract Float are not for the exclusive benefit of **Owner, Engineer, Contractor, OR OTHERS**, but is time available to all parties as needed for the Contract as a whole. Such Float Times shall be shared between **Owner, Engineer, Contractor** and others to absorb delays which could not be mitigated by any other reasonable means. Use of Float Time shown in the approved progress Schedule for interim milestones or Contract Times will be available to **Owner**, if required to effect proper interfacing between work performed.
 - d) Use of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended Activity times, imposed Activity dates, scheduling items of Work required for Final Completion as though they were prerequisites to Substantial Completion, and others, and 2) use of Float time disclosed or implied by the use of alternate Float suppression techniques will be allowed, provided: a) that **Contractor** not engage in Float manipulations which have the net effect of "sequestering" Float, that is to reduce unilaterally otherwise available Float Time by more than 50 percent; and b) that **Contractor** agrees that in order to mitigate the impact of delays to the Work, or parts thereof, adjustment or removal of such Float suppression techniques will be a prerequisite to consideration of any requests for compensation for delay or acceleration or for extensions in Contract Time.
 - e) The finalized Schedule of Values will be acceptable to **Engineer** as to form and substance, and will serve as the basis for progress payments.
 - f) The finalized Schedule of Shop Drawing submissions will be acceptable to **Engineer** as providing a workable arrangement for processing the submissions.
- 5) ***Progress Schedule Submittals for CPM Schedules***
- a) All CPM Diagrams, Schedule of Values, Schedule of Shop Drawing submissions, associated computer reports, and narratives submitted by **Contractor** shall be consistent with the requirements of this Specification.
 - b) The "Preliminary" submittal set shall consist of:
 - 1) A CPM Diagram and associated Schedule of Values and a supporting narrative.
 - 2) A User Manual for the scheduling software to be used by **Contractor** for the purposes of computation of the Progress Schedule.
 - c) The "Interim" submittals shall consist of the interim CPM Diagram and associated Schedule of Values and Schedule of Shop Drawings submissions and a supporting narrative.
 - d) The "Detailed" submittal set shall consist of:

- 1) The Detailed CPM Diagram, and the reports associated with the Schedule of Values, and Schedule of Shop Drawing submissions, and a supporting narrative.
 - 2) The five associated Activity reports described in paragraph 18.A sorted by each of the first four sequencing criteria described in paragraph 18.D.
- e) "Status" submittal sets shall consist of "mark-up" versions of the current Detailed CPM Diagram, Schedule of Values, and Schedule of Shop Drawings, together with a supporting narrative.
 - f) "Update" submittal sets shall consist of revised Detailed CPM Diagrams, Schedule of Values and Schedule of Shop Drawings, the six associated computer reports, a detailed **Contractor's** Cost report, and a supporting narrative.
 - g) The "Contract Completion" submittal set shall consist of the Detailed Contract Completion Schedule, and associated computer reports.
 - h) The "As-Built" submittal set shall consist of the As-Built CPM Diagram, and a "Schedule Reconciliation" report.
- 6) ***Quality Assurance of Progress Schedule***
- a) **Engineer** will review and if acceptable, approve the Progress Schedule.
 - b) In preparing a version of the Progress Schedule, pursuant to paragraph 1.8 of the General and Supplementary Conditions, it is the responsibility of **Contractor** 1) to inspect the preaward "Preliminary Progress Schedule" submitted in compliance with Article 11 of Section III of the Contract Documents, 2) to verify site conditions that may in any manner affect cost, scheduling, progress, performance and furnishing of the Work, 3) to work with each major Subcontractor, Supplier, or other relevant person or organization to obtain information on Activities, sequencing, and Activity Durations for incorporation into the Progress Schedule, and 4) to request and obtain written interpretations from **Engineer** as needed.
 - c) The Detailed Progress Schedule shall break down the Work into Activities in sufficient detail to identify clearly all individual parts of the Work and those factors which may in any manner affect the cost, schedule, progress, performance, and furnishing of the Work. At a minimum, the break down of the Work in the detailed Progress Schedule submittal for CPM schedules only, shall delineate the following:
 - 1) Those Activities designating the date for commencement of the Contract Time, or Contract Times; those Activities leading to Substantial Completion of the Work, or parts thereof; and those Activities identifying parts of the Work to be performed or furnished leading from Substantial Completion to Final Completion.
 - 2) All special Work sequences, schedule milestones, intermediate Contract Times, and named allowances set forth in the Contract Documents.
 - 3) Items pertaining to securing prerequisite permits and approvals from those agencies with jurisdiction over Work to be performed under the Contract.
 - 4) All items of Work involved in the preparation, submittal, review and approval of Shop Drawings and samples required by the Specifications.
 - 5) Appropriate times required for the fabrication, delivery, receipt and inspection, and storage of items of materials and equipment.

- 6) Work associated with installation, erection and other field construction activities.
 - 7) Items of Work required to work around existing physical conditions and Underground Facilities which are at or contiguous to the site including the time for permanent or temporary relocation of such existing physical conditions and/or underground facilities.
 - 8) Items of interface which relate to the responsibilities of **Owner, Engineer** or other contractors performing work under separate contracts with **Owner**.
 - 9) Work required to implement cut-offs or closures, power shutdowns or temporary or permanent take-down or interruptions to existing facilities or affecting the operations of **Owner**, utilities or similarly involved third-parties. Specific dates when such cut-offs, etc. are to take place shall be shown as milestone dates on the appropriate Activities.
 - 10) All items of Work related to shop and field testing, associated trimout activities and specified manufacturer or supplier training required prior to placing the facilities in service, including but not limited to manufacturer or supplier installation checks; leak, disinfection and pressure tests; removal or erection of temporary components; tie-ins; flushing and chemical/mechanical cleaning operations; specified performance tests; and other necessary non-operating tasks adjustments, cold-alignment checks, corrections, housekeeping and spare parts stocking required of **Contractor** to conform to the Pre-operational testing requirements of the Contract Documents.
 - 11) All items of Work associated with the performance of the Start-Up Testing requirements of the Contract Documents, including, but not limited to, trial operation tests and operator training, performance tests under simulated and design operating conditions, emission testing, final acceptance or guarantee tests.
 - 12) Work related to the tentative list of items to be completed or corrected before and subsequent to Pre-operational, Startup Testing and Final Testing.
- d) The following limitations shall also apply to the selection and scoping of Activities for CPM schedules only:
- 1) Activity Durations shall be in working days and represent **Contractor's** best estimate of the time required for completion based on the Work included and the resources planned for that Activity. The computation of the Activity dates shall be based on a calendar recognizing the applicable holidays and the limitations on Work during hours other than the normal working hours set forth in the General Conditions and the Supplementary Conditions.
 - 2) Unless otherwise provided in the Special Progress Schedule Requirements, all Activities, except those identifying Work related to Shop Drawings and deliveries, shall span twenty working days or less, and their Values shall not exceed \$45,000. Duration requirements for Activities identifying Work related to **Engineer's** review of Shop Drawing or sample submissions are prescribed in the Special progress Schedule Requirements.
 - 3) Installation Activities shall not combine Work located in separate structures, buildings or facilities, nor Work corresponding to different Divisions of the Specifications. Submittal and associated delivery Activities shall identify each submittal required by the Sections of the specifications. Activities identifying Work in connection with Pre-Operational or Start-up Testing shall not combine Work pertaining to the different Division within the specifications.
 - 4) Reference is made to Article 1.11 of this specification for the identification of allowances and their incorporation into the Progress Schedule.

- 5) Items that qualify as (a) on-site stored materials, fixtures and equipment and (b) undelivered equipment, shall be separately identified on the Progress Schedule.

7) ***References for CPM Schedules***

- a) The text "Precedence and Arrow Networking Techniques for Construction", by R.B. Harris (Wiley, 1978), provides principles, definitions and terms common to CPM arrow and precedence diagrams, and schedule computations therefrom.
- b) The provisions of this Section are binding on **Contractor** in the event of a conflict between the Standard Specifications and this Specification.

8) ***Review of Progress Schedule Submittals***

- a) **Engineer's and Owner's** review of **Contractor's** Progress Schedule submittals will be only for conformance with the Contract Time(s), those sequences of Work indicated in or required by the Contract Documents, the Float sharing concepts established in the Contract Documents, and for compliance with the requirements of this Specification and the information given in the Contract Documents. **Engineer's and Owner's** review, comments and exceptions taken, if any, shall not extend to, nor constitute directions nor approval of, the means, methods, techniques, sequences, or procedures of construction or safety precautions, the correctness of which shall be the sole responsibility of **Contractor**.
- b) **Engineer's and Owner's** review of progress schedule submittals will be predicated on a **Contractor's** stamp of approval signed off by **Contractor**. **Contractor's** stamp of approval on Progress Schedule submittals shall constitute a representation to **Owner** that **Contractor** has either determined or verified all data on the Progress Schedule submittal, or assumes full responsibility for doing so, and that **Contractor** and his Subcontractors, Suppliers or other persons or organizations have reviewed and coordinated the sequences shown in the Progress Schedule with the requirements of the Work under the Contract Documents.
- c) **Engineer's and Owner's** review will not be intended to be for the purpose of determining the accuracy of other matters that may be contained in the submittals. When the review of a Progress Schedule results in a number of comments or exceptions taken, **Engineer and Owner** does not warrant that these comments are inclusive of all variations, as it shall remain the responsibility of **Contractor** to meet the requirements of the contract documents and to identify expressly any proposed variations.
- d) **Engineer's and Owner's** review of progress schedule submittals shall not relieve **contractor** from responsibility for any variations from the requirements of the Contract Documents unless **Contractor** has in writing, by means of a specific notice, called **Engineer's** attention to each variation, and **Engineer** has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Progress Schedule submittal.
- e) **Engineer's** approval of Progress Schedule submittals will not relieve **Contractor** from responsibility for errors and omissions in the submittals or from responsibility for having complied with the provisions of paragraph 1.07.D above. Approval of a Progress Schedule with undisclosed variations or errors such as omitted Work or erroneous sequences will not relieve **Contractor** from completing the omitted or impacted Work within the applicable Contract Time(s).
- f) Progress Schedules that include Activities with negative Float Times, or Activities scheduled beyond the applicable Contract Time(s), will not be approved until a specific Change Order or

Proposed Change Order authorizing appropriate changes to the impacted Contract Time(s) is agreed upon between **Owner** and **Contractor**.

- g) When reviewed by **Engineer** and **Owner**, each progress schedule submittal will be returned stamped as either "approved," "approved as noted," "resubmit with revisions," or "disapproved." Submittals stamped as "approved" or "approved as noted" will indicate approval thereof, subject to the limitations set forth, and will be considered to represent the approved progress schedule as of the date in the approval stamp until an updated progress schedule is submitted by **Contractor** and approved by **Owner** and **Engineer**.
- h) If **Contractor** believes that **Engineer's** approval of a progress schedule justifies an increase or decrease in contract price or an extension or shortening in contract time, **Contractor** shall be required to deliver a proposed change order thereof to **Engineer** in accordance with the provisions of article 9 of the general conditions. If **Owner** and **Contractor** are unable to agree as to amount and extent thereof, a claim maybe made pursuant to Articles 10 and 11 of the General Conditions.
- i) Costs associated with **Engineer's** and **Owner's** review and return of a progress schedule submission after the **Engineer's** second time review shall be borne by **Contractor**. **Owner's** charges to **Contractor** for additional reviews will be equal to **Engineer's** charges to **Owner** under the terms of **Engineer's** agreement with **Owner**. In the event **Contractor** fails to pay such costs within 30 days after receipt of an invoice from **Owner**, a change order or proposed change order will be issued incorporating the unpaid amount, and **Owner** will be entitled to an appropriate decrease in Contract Price.
- j) No partial submittals will be reviewed. Submittals not complete will be returned to **Contractor** for resubmittal.

9) ***Delays and Recovery***

- a) Reference is made to the General Conditions and the Supplementary Conditions for Contract requirements related to delays, conditions warranting extensions in Contract Time(s), and conditions applicable to reimbursement for delay costs.
- b) Whenever **Contractor** fails to complete an activity within its late date on the approved progress schedule, **Contractor** shall, within five days or with the next application for payment, whichever comes earlier, submit a written statement to **Engineer** describing the cause for the slippage in the Activity and the actions being considered by **Contractor** to recover the time lost and to prevent or mitigate any derived slippage beyond the applicable Contract Time(s).
- c) A written schedule recovery statement shall include, but not be limited to, such actions as overlapping of dependent Activities, sequencing changes to accommodate increased Activity concurrency, assignment of additional labor or equipment, shift or overtime Work, expediting of submittals or deliveries, or any combination of the foregoing.
- d) If **Contractor** refuses, fails or neglects to submit a required written schedule recovery statement, **Owner** may, at its option, withhold additional retainage pursuant to the Contract Documents and/or initiate default termination proceedings in accordance with Contract Documents or request **Engineer** to identify and to order alternate recovery actions on the basis of the information in the current Progress Schedule. If **Contractor** believes that a written order to recover schedule from **Engineer** justifies an increase in Contract Price or an extension in Contract Time, **Contractor** shall be required to deliver a written request thereof in accordance with the provisions of Article 9 of the General Conditions. If **Owner** and **Contractor** are unable to agree as to responsibility for the

slippage in the schedule or the amount and extent thereof, a claim may be made pursuant to Articles 10 and 11 of the General Conditions.

10) ***Early-Completion Progress Schedules***

- a) Progress Schedules anticipating achievement of Substantial Completion ahead of the corresponding Contract Time(s), and disclosing appropriate Contract Float Time(s) for the Work, or parts thereof, shall be considered equivalent or equal to Progress Schedules anticipating Substantial Completion exactly on the Contract Time(s). In accordance with requirements of the Contract Documents, the contract Float Time in these equivalent or equal Progress Schedules will be available to **Owner, Engineer, Contractor** and others to absorb delays to the Work as a whole which cannot be mitigated by any other means.
- b) Progress Schedules anticipating achievement of Substantial Completion ahead of the corresponding Contract Time(s), but with zero Contract Float as opposed to positive Contract Float, will be returned as either "Approved as Noted," "Resubmit with Revisions," or "Disapproved." Submittals stamped as "Approved as Noted" will indicate **Engineer's** approval thereof, subject to the limitations set forth, including **Engineer's** computation of the appropriate Contract Float implied by the anticipated early completion.
- c) If upon approval (or approval as noted) by **Engineer** of a Progress Schedule with disclosed or implied Contract Float Time, **Contractor** disputes the availability of Contract Float and proposes that compensation for delay shall be measured from the anticipated early completion date(s) as opposed to the corresponding Contract Time(s), **Contractor** agrees and understands that said proposal will represent a request to **Owner** that the approved Progress Schedule be evaluated as a substitute Progress Schedule for the purposes of changing the Contract Time(s) to those supported by the **Contractor's** early-completion Progress Schedule. Evaluation of that substitution will be in accordance with the requirements of paragraphs 5.7.1, 5.7.2 and 5.7.3 of the General conditions, and will require additional supporting data that explains and substantiates the basis of the anticipated Early Schedules. Such supporting data shall consist of: 1) notice of any scheduled Work during hours other than normal work hours, 2) information related to rates of production including pertinent quantities, crew sizes, man-day requirements, major items of equipment, etc., for Critical and other significant Activities, 3) express or implied contingency allowances figured in for Activities for such factors as weather, delays, activities of **Owner AND Engineer** to respond to reports of differing site conditions, and other relevant factors. Acceptance of that substitution will be evidenced by a Change Order shortening the Contract Time, or Contract Times accordingly, but maintaining the Contract Price and the provisions for liquidated and actual damages set forth in the Agreement.

11) ***Cash Allowance - Scheduling Subcontractor***

- a) It is understood that **Contractor** has included in the Contract Price the allowance stipulated in the Bid Form so named in the Contract Documents and shall cause the Work so covered to be done by the Scheduling Subcontractor and for such sums within the allowance as maybe acceptable to **Owner and Engineer**.
- b) It is also understood that **Contractor** has included in the Contract Price sufficient funds to cover all costs in excess of the allowance in connection with Work to be done by the Scheduling Subcontractor.
- c) **Contractor's** costs for administering the performance of Work by the Scheduling Subcontractor, for participating in the preparation of the required progress Schedule submittals, for overhead, profit and other expenses contemplated for the allowance have been included in the Contract Price for the

Work and not in the allowance for the Scheduling Subcontractor. No demand for additional payment on account of any costs thereof will be valid.

12) *Time Allowance Requirements for Document Review and Other Activities*

- a) **Contractor** shall make allowances for time required for a) document review and approval of submittals of Shop Drawings and samples specified in this Specification, b) the requirements for anticipated repeat submissions for particular items of materials or equipment, and c) the requirements for anticipated or required time intervals for the performance of specific parts of the Work by **Contractor**.
- b) **Contractor** shall make allowances for time required by a) those other activities indicated in or required by the contract Documents which are the responsibility of **Owner** or **Engineer**, b) the potential time requirements of **Owner** and **Engineer** to investigate instances of potential differing site conditions, and c) those other named time allowances required by the Contract Documents.
- c) It is understood that **Contractor** has included in the Contract Price the effect of accommodating all of these time allowances and requirements in the planning, scheduling and execution of the Work; that **Contractor's** Progress Schedule will incorporate Activities and sequences contemplated by the time allowances based on the information indicated in or required by the Contract Documents; and that **Contractor** shall cause the Work or requirements covered by such time allowances to be done within the limits of the Contract Time(s).

13) *Measurement and Payments*

- a) All costs in connection with these requirements, including the Work to be performed by the Scheduling Subcontractor, shall be borne by **Contractor**. Payments made to **Contractor** under the allowance for the Scheduling Subcontractor provided for in paragraph 11.A shall be disbursed in their entirety to the Scheduling Subcontractor.
- b) Payments for Work performed under this Section of the Specifications will be made pursuant to Article 9 of the Agreement. Payment for Work performed shall be in accordance with the schedule of payments in the Special Progress Schedule Requirements.

14) *Compliance*

- a) If **Contractor** refuses, fails or neglects to provide the required Progress Schedules or related schedule, Pricing and cost data, Shop Drawing data, or schedule recovery data, he will be deemed not to have provided sufficient information to **Engineer** upon which progress can be evaluated, and **Engineer** may refuse to recommend the whole or part of any outstanding payment if, in the **Engineer's** opinion, it would be incorrect to make such representations to **Owner**. Further, and pursuant to the Article 14 of the General Conditions, **Owner** may refuse to make payment of those amounts recommended by **Engineer** because of **Contractor's** failure or refusal to provide the required Progress Schedule and related submittal data.

15) *Acceptable CPM Diagrams*

- a) Interim and Detailed CPM Diagrams shall be based on an arrow or precedence diagram format, and sequenced by the separate structures, facilities, buildings or site areas.
- b) CPM Diagrams shall be allotted on a time-scaled calendar and expressly identify: 1) the Contract Times, 2) the approach taken to comply with the Work Sequence conditions, 3) the Critical Path(s).

and 4) all Activities. Activities shall be shown on their Early Schedule, and their total Float Times noted beside them.

- c) CPM Diagrams shall include title blocks identifying the name and location of the Project, Contract designation, names of **Owner, Engineer, Contractor** and Scheduling Subcontractor, Progress Schedule issue number and date, and sheet title. Diagram sheets shall be dimensioned as the full-size Contract Drawings, be neat and legible and submitted on a medium suitable for reproduction. Connections between Activities on different sheets shall be shown on the different sheets of the CPM Diagrams to allow a complete schedule document.

16) ***Acceptable Activity Schedule Data for CPM Diagrams***

- a) Activity schedule information shall, at a minimum, include the following data:
 - 1) Activity identified, i.e., I-J numbers in arrow format, or alphanumeric numbers in precedence format, such that not more than one Activity, dummy, or restraint may have the same identifier.
 - 2) Activity Description for each Activity, dummy or preferential restraint shall fully convey the scope of the Work included.
 - 3) Special Activity codes designating: a) location of the Work, e.g., site areas, elevations, etc., b) Work breakdown, e.g., process, trade, performing organization, c) responsibility, e.g., **Contractor, Owner**, Subcontractors, etc., d) as-awarded from amended (added or deleted by a Change Order or Proposed Change Order) items of Work.
 - 4) Activity labor requirements, based on a proportionate share of the (direct) labor manhours and quantities in the associated items from the Contract Price Breakdown developed pursuant to the requirements of the Supplementary Conditions.
 - 5) The use of start or finish restraint dates must be annotated as to the basis for the chosen restraints.

17) ***Acceptable Activity Value and Shop Drawing Data***

- a) Activity data pertaining to the Schedule of Values shall at a minimum include the following for each Activity:
 - 1) Activity code and description as on the CPM Diagram.
 - 2) Activity representative quantities, Activity Value, Activity Percent Complete data, Activity Value of Work performed, and the applicable Value of significant subcomponents. The sum of all Activity Values shall equal the corresponding Contract Price for the Work. The sum of all Activity Values for Work performed divided by the Contract Price shall equal the Percent Complete for the Work.
 - 3) Activity Values shall breakdown Value for anticipated stored materials from Value for Work installed, as applicable.
 - 4) Cost of equipment or materials to be incorporated in the Work shall be assigned to the appropriate fabrication and delivery Activities.

- b) Activity data pertaining to the Schedule of Shop Drawing submissions shall at a minimum include the following for each Activity:
- 1) Activity code and description as on the CPM Diagram.
 - 2) A list of specific submissions, Specification Section, Contract Drawing sheet numbers, and applicable submission dates.
- c) The Schedule of Values and the Schedule of Shop Drawing submissions shall be provided on forms acceptable to **Engineer**.

18) ***Acceptable Scheduling Software***

- a) **Contractor's** evaluation of the CPM Diagrams shall be based on scheduling software meeting the data management, computational, and reporting requirements of this Specification. Activity reports provided by the scheduling software selected shall, at a minimum, display the following data for each Activity, dummy, or restraint:
- 1) Activity identifier, activity description, activity duration, activity man-days, computed or restrained Early Start date, computed Early Finish date, computed Late Start date, computed or restrained Late Finish date, Total Float and Free Float, Activity Value, Percent Complete, Activity Value for Work performed, and associated Activity list items (e.g., Shop Drawing submissions).
 - 2) Dates shall be in calendar form. Contract Times representing Substantial Completion requirements shall be set as restrained Late Finish Dates where applicable; Contract Times representing Commencement of Work conditions shall be shown as restrained Early Start Dates as applicable. Contract Float times shall be computed and shown pursuant to the definition in Attachment A.
- b) If the CPM Diagram is based on the precedence format, an additional computer report tabulating the sequences on the Diagram shall be provided showing: a) each Activity together with a listing of all of its preceding and succeeding Activities, and b) the relationship type, lead/lag types, and lead/lag times between each Activity and each of its preceding and succeeding Activities.
- c) The scheduling software shall have the capability of sorting out computer reports by the special Activity codes designated in 17(a) above.
- d) The scheduling software shall have the capability of sequencing computer reports by:
- 1) Activity identifier, in order of ascending I-J number.
 - 2) Activity identifier, in order of descending J-I number.
 - 3) Total Float, in order of ascending Total Float values, and by ascending Early Start Dates, or by ascending I-J numbers, or by descending J-I numbers, within the same Total Float values.
 - 4) Early Start dates in chronological order of Early Start dates, and by ascending I-J numbers within the same Early Start Dates.
 - 5) Late Finish dates, in chronological order of Late Finish Dates and by descending J-I numbers within the same Late Finish Dates.
 - 6) Change Order or Proposed Change Order No.

- e) In addition to the ability to process the required Activity data, the scheduling software shall offer the following features: a) the capability of accepting and processing schedules with actual start and actual finish dates for the Activities; b) processing of CPM schedules with negative Total Float values; c) printing or plotting of rate of progress data, such as labor utilization and payment curves; d) the ability of drawing CPM Diagrams using plottergraphics.

19) *Acceptable Progress Schedule Narratives*

- a) A narrative shall include sufficient information to substantiate the basis of the data used to develop that Progress Schedule submittal, and detail:
 - 1) The status of the Progress Schedule in terms of number of days ahead or behind the Contract Time, or Contract Times.
 - 2) The progress status (i.e., progress achieved vs. that forecasted) for a) Activities designating accomplishment of Substantial Completion, b) Critical and other significant Activities, c) Work related to achieving milestones set forth by the Work Sequences indicated in or required by the Contract Documents, d) long-lead delivery items of material or equipment.
 - 3) The assumptions made in incorporating Work related to pending or authorized Change Orders and Proposed change Orders.
 - 4) Actual or potential delays, including causes, the steps taken or anticipated to mitigate their impact, and the anticipated effect on the Progress Schedule as a whole.
 - 5) Schedule recovery statement describing actions under consideration by **Contractor** to recover from a negative float or overrun in Late Finish Date condition.
 - 6) Any significant changes in Progress Schedule sequences, and their basis thereof. Significant sequencing changes shall be those affecting Critical Activities, or causing a substantial reduction or increase in the Total Float Times available.
 - 7) **Owner and Engineer** Activities which become due over the next two months on account of **Contractor's** requirements for performing Work which follows such **Owner and Engineer** Activities.
 - 8) Rate of progress or "momentum" curves showing: a) the anticipated levels of labor utilization, e.g., man-days per week, and b) the anticipated level of payments for Work to be performed, all in accordance with the Activity timeframes supported by the Early and Late Dates in the Progress Schedule.
 - 9) Other information relevant to or of concern in the planning, scheduling and execution of Work over the next two months.
 - 10) **Contractor's** responses to **Engineer's** comments raised in the review of the previous Progress Schedule submittal.
 - 11) Actions taken to address schedule noncompliance issues which have negated **Engineer's** approval of a previous Progress Schedule submittal.

20) *Acceptable Contractor's Cost Data*

- a) Cost data for inclusion in the **Contractor's** Cost reports required with each Progress Schedule Update submittal shall detail Contract financial and budget data available to and customarily relied upon by **Contractor** to monitor financial and cost performance.
- b) Acceptable financial and cost data for each cost account used by **Contractor** to apportion the contract Price to separable parts of the Work shall include:
 - 1) Account number and description.
 - 2) Account estimate data, identifying labor, material and equipment, and Subcontract costs for that account is included in the **Contractor's** Bid estimate, together with the sum increase or decrease in associated authorized Change Orders or Proposed Change Orders, and those sums anticipated by proposed Change Orders in negotiation or claims pending resolution.
 - 3) Current labor, material and equipment, and Subcontract cost data for the account; percent complete for the Work designated by that account; and **Contractor's** current forecast of the cost to complete Work designated by the account.

Concrete

1) **General**

1.1 **Scope of Work**

- a) The Contractor shall furnish all labor, materials, equipment, and incidentals needed for the cast-in-place and/or precast concrete required by the Contract Documents and as herein specified.

1.2 **Submittals**

a) Cast-in-place concrete.

- 1) Name and location of batch plant.
- 2) Design mix.
- 3) Shop drawings indicating placement of all reinforcing inserts, location of joints, sealing of joints, etc.
- 4) Submittal on grating and frame.

b) Precast concrete

- 1) Name and location of precaster.
- 2) Submittals of precast units.
- 3) Certifications of design for loading.
- 4) Submittal on manhole frame and cover.

1.3 **Quality Assurance**

a) Codes and Standards

- 1) Comply with the provisions of the following codes and standards, except as otherwise shown or specified:
 - a) ACI 301 - "Specifications for Structural Concrete for Buildings."
 - b) ACI 318 - "Building Code Requirements for Reinforced Concrete."
 - c) CRSI - "Manual of Standard Practice."
 - d) ACI 305 - "Recommended Practice for Hot Weather Concreting."
- 2) Where provisions of the above codes and standards are in conflict with the building code in force for the project, the more stringent code shall apply.

2) **Products**

2.1 **Cast-In-Place Concrete**

- a) Portland Cement - ASTM C 150, Type III.
- b) Aggregates - ASTM C 33
 - 1) Fine aggregates - clean, sharp, natural sand free of dune sand, bank run sand, manufactured sand, loam, clay, etc.
 - 2) Coarse aggregate - clean processed natural limestone free of all foreign matter.
- c) Water - clean, fresh, free of all oils, acids organics, etc.
- d) Admixtures.
 - 1) Air-Entraining - ASTM C 260.
 - 2) Water-Reducing - ASTM C 494.
 - 3) Floor sealer - Sonoglaze is manufactured by Sonneborn Building Products or similar product by Master Builders.
- e) Concrete Qualifiers.
 - 1) Concrete mix shall be DOT Class E.
 - 2) Strength - 4,000 psi at twenty-eight (28) days with maximum water-cement ratio of 0.45.
 - 3) Air content - 6 percent.
 - 4) Slump limits - 3-4 inch.
- f) Reinforcing
 - 1) Bars - ASTM A615, Grade 40.
 - 2) Welded Wire Fabric - ASTM A185.
- g) Frame and Grating - (Reteculine)
 - 1) The frames, gratings, and appurtenances shall be fabricated from steel conforming to ASTM A36.
 - 2) All parts shall be galvanized according to the requirements of the NYSDOT 719-01 type 1.
 - 3) Grating shall be provided with lock down bolt anchors.
- h) Waterstops
 - 1) Waterstops to be 6" PVC dumbbell style, made of virgin raw materials.

- 2) Waterstops shall be #747 as manufactured by Greenstreak, #8046 as manufactured by Vulcan Metal Products, Inc., or equal.

2.2 Precast Concrete Units

- a) Precast concrete units shall be of sizes shown and built in accordance with ASTM standards C913-89. Units to be designated to withstand H-20 loading.
- b) Manhole cover and frame shall conform to NYSDOT Standard 715-05, Class No. 30. Units shall be supplied with lock down device.

3) Execution

3.1 Concrete Placement

- a) General - Place concrete in compliance with the practices and recommendations of ACI-304, and herein specified.
- b) Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is complete. In the event that the slab is placed in two sections, the sections shall have continuous waterstops.
- c) Consolidate concrete during placing operations using mechanical vibrating equipment, so that concrete is thoroughly worked around reinforcing and other embedded items and into corners.
- d) Bring slab surfaces to the correct level with a straight edge strike off. Use bull floats or darbies to smooth the surface, leaving it free of humps or hollows.

3.2 Cold Weather Placing

- a) Protect all concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures.
- b) When air temperature has fallen to or is expected to fall below 40° F, uniformly heat all water and aggregate before mixing, to obtain a mixture temperature of not less than 50° F and not more than 80° F at point of placement.
- c) Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators.

3.3 Monolithic Slab Finish

- a) Begin float finishing when surface water has disappeared or when concrete has stiffened sufficiently to permit the operation of a power-driven float. Check surface plane to a tolerance not to exceed 1/4 inch in 10 feet, with uniform slopes to drains.
- b) Begin the final troweling when the surface produces a ringing sound as the trowel is moved over the surface.

3.4 Concrete Curing and Protection

- a) Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

- b) Weather permitting, keep placed concrete continuously moist for not less than 72 hours.

3.5 **Concrete Floor Sealer**

- a) Concrete slab shall be fully cured, cleaned, and etched.
- b) Apply sealer as recommended by manufacturer or as specified in the contract documents.

SECTION XI

Supplementary Specifications

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SUPPLEMENTARY SPECIFICATIONS

DIVISION 1

General Requirements

SECTION 01020
PROJECT COORDINATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. The CONTRACTOR shall be solely responsible for the coordination of schedules for any and all of his subcontractors, and is responsible for coordinating with the EIC for NYSDOT's construction activities along Montauk Highway, DOT Project #011326 (work is scheduled to take place summer 1999). The ENGINEER shall approve all schedules and the CONTRACTOR shall coordinate all time schedules to be used for construction.
- B. The CONTRACTOR shall promptly furnish the ENGINEER with such data as may be requested in accordance with ENGINEER's review of the project schedule and incorporate required revisions. Updated detailed project schedules will be required biweekly.
- C. It shall be the duty of the CONTRACTOR to conform to the specified schedule and to arrange his work in such a manner that it will be completed within the time limits indicated.
- D. The CONTRACTOR shall coordinate his letting of subcontracts (if any), material purchases, delivery of materials, sequence of operations, etc., to conform to the schedule and shall furnish proof of same as required by the ENGINEER.
- E. The CONTRACTOR is required to consult with and fully cooperate with the ENGINEER in regard to any changes to the schedule that may be required.
- F. Prior to a proposed subcontractor in excess of \$10,000 (except disposal facilities) working on the project, the subcontractor must submit the complete, properly executed New York State Uniform Contracting Questionnaire, as appropriate and acceptable to the DEPARTMENT (see Section V - Article 2(e), page V-27). The DEPARTMENT requires a minimum of two (2) weeks to review.
- G. The CONTRACTOR shall submit a complete list of proposed subcontractors (including disposal facilities) identifying name, address, telephone number, contact, type of work to be subcontracted, dollar amount and M/WBE status. No subcontractors can begin work without the written approval of the DEPARTMENT.
- H. The following permits/approvals are enclosed for your information at the end of this section:
 - 1. Army Corps of Engineers Wetlands Permit
 - 2. Department of State, compliance with Coastal Management Program
 - 3. SPDES discharge criteria

PART 2 PRODUCTS

(Not used)

PART 3 EXECUTION

(Not used)

*** END OF SECTION ***

SECTION 01100
MOBILIZATION/DEMOBILIZATION AND SITE PREPARATION

PART 1 GENERAL

1.01 SUBMITTALS

- A. Prepare Site Operations Plan.
 - 1. Describe CONTRACTOR'S procedure for adhering to site preparation requirements as outlined in this section.
- B. Submit plan to the ENGINEER for review and approval.
 - 1. Prepare and submit shop drawing showing proposed location of solids and water processing facilities foundation, building and equipment arrangements as well as location of traffic areas and access roads, drainage systems, storage yards, utility connections, decontamination station, weigh station and contractors and engineers field office.
 - 2. Approval will be prerequisite for issuance of Notice to Proceed.
 - 3. Electrical, water and sewer service requirements shall be provided to the local utility in a timely manner so as to allow utility the opportunity to obtain and install needed service equipment.

1.02 GENERAL REQUIREMENTS

- A. Contact Dig-Safe/UFPO prior to any excavation.
- B. Make all reasonable efforts to obtain information as to underground/overhead utilities.
- C. Protect and maintain on- and off-site roads against damage from equipment, vehicular traffic, contamination or spills and erosion. Repair damage and/or cleanup at no added cost to the DEPARTMENT.
- D. Protect existing utilities. CONTRACTOR shall locate and mark existing utilities such as overhead electrical lines. Repair damage to satisfaction of utility company at no added cost to the DEPARTMENT.
- E. Conduct operations and maintain Project site so as to minimize creation and dispersion of dust.
- F. Materials and equipment shall be adequate in capacity for required usage, shall not leak fluids or create unsafe conditions, and shall meet requirements of applicable codes and standards and approval of the ENGINEER. Equipment leaking fluids or creating unsafe conditions will be removed from site.
- G. Provide methods, means, and facilities required to prevent contamination of soil, water, atmosphere, uncontaminated structures, equipment or material by discharge of wastes from spills or hazardous substances due to CONTRACTOR'S operations.
- H. Provide equipment and personnel to perform emergency measures required to contain spillages from contamination or hazardous substances and to remove spilled materials and soils or liquids contaminated due to spillage. Collected spill material shall be properly disposed of at no additional cost to the DEPARTMENT.
- I. Provide equipment and personnel to perform decontamination measures that may be required to remove spillage from previously uncontaminated structures, equipment or material. Decontamination residues shall be properly disposed of at no additional cost to the DEPARTMENT.
- J. Plan, construct, and maintain erosion control measures as required for completion of site work or as specified by the ENGINEER. Erosion controls shall be established prior to disturbance of the site.

1.03 CLEARING AND GRUBBING

- A. Due to the potentially contaminated nature of the soils on site, clearing and grubbing shall be restricted to only areas designated by the ENGINEER.
- B. Trees or foliage designated by the ENGINEER to remain shall be protected from damage by erecting suitable barriers, or by other approved means. Clearing operations shall be conducted in a manner to prevent falling trees from damaging trees designated to remain or other existing features.
- C. Where it is necessary to cut branches of trees that are to remain, the cut shall be made flush with trunk or larger branch, with care being taken to prevent tearing the bark beyond the cut. An acceptable commercial tree paint shall then be applied over cut or damaged areas.
- D. Areas outside the limits of clearing shall be protected and equipment or materials shall not be stored or allowed to damage these areas.
- E. Stumps, trees, limbs, or brush shall not be buried in any fills or embankments or disposed of in any stream corridor, wetland, or any surface water.
- F. All tree trunks, limbs, roots, stumps, brush, foliage, and other vegetation cleared and grubbed by CONTRACTOR shall be removed and properly disposed of by the CONTRACTOR off site, in a manner satisfactory to the ENGINEER. Cleared materials shall be considered nonhazardous and non-contaminated.
- G. Burning shall not be permitted.
- H. Dumping of spoil material into any stream corridor, wetland, flood plain, or surface water is prohibited.

1.05 ACCESS ROAD

- A. Obtain necessary permission and prepare access and on-site roads as shown on Drawings and as required in Section 02500.
- B. Construct temporary entrances to Lake Capri and Willetts Creek in a manner acceptable to the West Islip School District.
- C. Provide traffic control and signage as shown on the plans or as may be directed by the Engineer to accommodate additional or varying CONTRACTOR activity.
- D. CONTRACTOR shall provide all labor, materials, equipment, and incidentals necessary to prepare suitable sub-base, install geotextiles, and compact crushed stone road beds and traffic areas. CONTRACTOR shall construct roads and finished traffic areas as shown on CONTRACTOR'S Site Operations Plan and as may be needed to complete the work.
- E. Tests for proposed stone products as required under Section 02800. Testing will be completed by independent testing laboratory provided by CONTRACTOR.
- F. Crushed Stone
 - 1. All materials furnished shall be well graded from coarse to fine and shall be free from organic or other deleterious material.
 - 2. Material shall conform to NYSDOTSS Section 304-2.02, Subbase course, Type 1.
 - 3. Blast furnace slag shall not be used.
 - 4. No segregation of large and fine particles will be allowed, but the material as spread shall be well graded with no pockets of fine materials.
 - 5. Aggregate shall be stored and placed so as to prevent mixing with on-site soils and debris.

G. Roadway

1. Grade, compact, prepare for specified working areas, and to accommodate equipment to be used on roads.
2. For access road improvements a minimum of 6 inch Subbase Course, Type 1 (Section 02800) shall be used.

1.06 DECONTAMINATION STATION

- A. Personnel decontamination facilities shall be provided in accordance with Section 01392, Part 5.
- B. A decontamination station shall consist of a designated high pressure washer capable of heating wash waters to 180 degrees Fahrenheit and providing a nozzle pressure of 150 psi and a bermed and lined area of sufficient size to accommodate trucks and loading equipment that come in contact with contaminated soils, and capable of collecting and transferring decontamination water to the head of the water treatment system.
- C. Shop drawing of the decontamination pad shall be submitted to the Engineer for approval. The CONTRACTOR shall clean the decontamination pad daily after use.
- D. Decontamination station shall be removed by the CONTRACTOR at the end of the project or as approved by the ENGINEER

1.07 STOCKPILE/STAGING AREAS

- A. Staging areas shall be located on the site in areas approved by the ENGINEER in order to minimize possible cross contamination.
- B. The CONTRACTOR shall resurface the staging areas as required by the Plans and Specification 02900.
- C. Waste materials shall be covered at all times with a minimum 20-mil sealed, watertight liner to prevent contaminated runoff and odors.
- D. All staging areas shall be constructed to prevent the spread of any contamination to the surrounding soils, surfaces, and/or groundwater.
- E. Shop Drawings of all staging areas shall be submitted by the CONTRACTOR to the ENGINEER for review and approval at least 2 weeks prior to the start of work.
- F. CONTRACTOR shall coordinate traffic with the ENGINEER , owner and tenants of the property.

1.08 FENCING

- A. Site Conditions
 1. Do not install fence until final grading is complete and finish elevations are established and accepted by ENGINEER. Do not drive equipment on areas to be landscaped except as approved by ENGINEER. Protect areas not accessible from roads with heavy wood planking or equivalent.
- B. Fence Fabric
 1. Steel wire helically wound and interwoven to provide continuous mesh without knots or ties, conforming to requirements of ASTM A491. Mesh Size: 2 in. Wire Size: Standard Industrial usage Gauge: 9 Dia: 0.148 inches. Galvanized Coating: ASTM A392, Class 2. Fabric Ties: Minimum 9 ga aluminum or zinc wire.

2. Selvages: Fabrics with 2 or 2 1/8 in. (50 or 54 mm) mesh, in heights 60 in. (1,520 mm) and under shall be knuckled at both selvages. Fabric 7 in. (1,830 mm) high and over shall be knuckled at one selvage and twisted at other. Selvages of fabrics with meshes of less than 2 in. (50 mm) shall be knuckled.
3. "Vision slats" shall be installed where indicated to reduce visibility through the fence.

C Framework

1. Posts, Rails, and Braces :
Galvanized steel pipe conforming to ASTM A53, Schedule 40. Roll form steel C-sections conforming to ASTM A570, Grade 45, galvanized in accordance with ASTM A123. All posts shall be supplied with integral barbed wire supporting arm.

2. Dimensions and Weights:

<u>Use and Shape</u>	<u>Uncoated Minimum Outside Dimensions (in.)</u>	<u>Uncoated Minimum Weight (lbs/ft)</u>
End, Corner, and Pull Posts Height: 6 to 8 ft		
Round	2.875 o.d.	5.79
Roll Formed	3.50 x 3.50	4.85
Gate Posts Leaf Width 13 ft or Less		
Round	4.00 o.d.	9.10
Rails and Braces		
Round	1.66 o.d.	2.27
Roll Formed	1.625 x 1.25	1.35
Line Posts		
Round	2.50 o.d.	3.65
Roll Formed	1.875 x 1.625	2.28
Roll Formed Heavy Section	2.25 x 1.70	2.70

3. Tension Wire: Spiraled or crimped No. 7 ga coated with 0.40 oz aluminum/sq ft.
4. Framework color shall match chainlink fence color.

D. Gates

1. Swing type, complete with latches, stops, keepers, hinges, supporting arm and fabric.
2. Construct gates with top, bottom, and side framework of following dimensions and weights.

<u>Use and Shape</u>	<u>Minimum Outside Dimensions (in.)</u>	<u>Minimum Weight (lbs/ft)</u>
Height Over 6 ft or Leaf Width Over 8 ft		
Round	1.90 o.d.	2.72
Square	2.00	2.60

3. Weld joints or assemble with fittings. Use 3/8 in. dia truss rods on gates assembled with fittings. Provide vertical bracing at 8 ft maximum spacing. Provide horizontal brace or 3/8 in. dia truss rod for leaves.

4. Cover with fence fabric, attached securely to frame with fabric ties at 15 in. maximum spacing.
5. Latch: plunger bar type with integral padlock eye to permit operation from either side of gate.

E. Tension Bars

1. Minimum 3/16 in. by 3/4 in. galvanized steel bars. One bar for each end and gate post, and two for each corner and pull post.

F. Hardware and Fittings

1. Solid aluminum alloy/aluminum coated steel in compliance with ASTM F626 or hot dip galvanized in accordance with ASTM A153. Standard post tops provided with hole suitable for through passage of top rail.

G. Examination

1. Examine conditions under which fence and gates to be installed. Notify ENGINEER in writing of improper Work conditions. Do not proceed with Work until unsatisfactory conditions corrected. Check location of underground work to make sure fence footings clear utilities and drainage work.

H. Installation

1. Framing:

- a. Install line posts not more than 10 ft apart.
- b. Install pull posts not more than 600 ft apart where straight run of fence exceeds 600 ft and fence line changes direction by more than 15°, but less than 30°.
- c. Install corner posts where fence line changes direction by more than 30°.
- d. Set posts in concrete footings, plumb and true to line.
- e. If C-section line posts used, may be mechanically driven 3 ft 0 in. into ground in lieu of concrete set.
- f. Brace and truss end, pull, corner, and gate posts to adjacent line posts. Provide brace to match top rail spaced midway between top rail and tension wire and extending to adjacent line post. Truss diagonally with 5/16 in. dia tension rod with turnbuckle.
- g. Fasten top rail to end, pull, gate, and corner posts. Pass top rail through fittings of line posts.
- h. Provide expansion and contraction joints in top rail for each 100 lin ft of fence.
- i. Fasten bottom tension wire to end, pull, gate, corner, and line posts.

2. Footings:

- a. Vertical sides to minimize uplift. Dispose of excavated material in on-site materials stockpiles.
- b. Rod and compact concrete around posts. Slope top of footings above level of adjacent grade and trowel finish.
- c. Size:
 1. 6 in. minimum dia, plus outside dimension of post.
 2. Set corner, end, pull, and gate posts 42 in. into concrete.
 3. Set line posts 36 in. into concrete.
 4. Total depth of concrete 6 in. greater than required for post embedment.
- d.: Concrete Mix: Measure and combine cement, aggregates, water, and admixtures in accordance with ASTM C94.
 1. Minimum Cement Content: 4-3/4 bags/cu yd.
 2. Minimum 28-Day Strength: 3,000 psi.

3. Air Content: 6%, $\pm 1\%$.
 4. Maximum Slump: 4 in.
 - e. Time of Set: 48 hrs before rails erected or fabric applied or stretched.
3. Fabric:
- a. Place fabric on outside of posts and stretch to avoid bulging or buckling.
 - b. Fasten at line posts, top rail, and bottom tension wire with aluminum or zinc ties. Space ties not more than 15 in. apart on line posts and not more than 24 in. apart on rail and tension wire.
 - c. Fasten at terminal posts at intervals not exceeding 15 in. using flat or beveled galvanized steel bands with 5/16 in. by 1 1/4 in. galvanized carriage bolts and nuts.
 - d. Make tie connections on interior side of fence.
4. Gates:
- a. Install gates plumb, level, and secure for full opening without interference.
 - b. Install ground-set items in concrete for anchorage.
 - c. Adjust hardware for smooth operation and lubricate where necessary.
 - d. Install gates according to manufacturer's instructions, plumb, level, and secure.
5. Protective Electrical Ground.
- a. Ground continuous fence at intervals not exceeding 150 m (500 ft). Ground within 30 m (100 ft) of gates in each section of fence adjacent to gate.
 - b. Ground fence under power line by three grounds, one directly under crossing and one on each side 7.5 m (25 ft) to 15.0 m (50 ft) away. Locate single ground directly under each telephone wire or cable crossing.
 - c. Use counterpoise ground only where it is impossible to drive ground rod.
 - d. Connect ground wire to fabric and ground rod by mechanical clamp of cast bronze body and bronze or stainless steel bolts and washers.

I. Adjustment and Cleaning

1. Gates: After repeated operation of completed installation equivalent to 3 days' use by normal traffic, readjust gates for optimum operating condition and safety. Lubricate operating equipment and clean exposed surfaces.
2. Paint: Paint posts or other work cut on job with heavy coat of approved zinc-rich primer paint and then with coat of silver finish paint to match color coating of fence. Finish paint and matching color to match color of existing fence. Paint abrasions or stripping of galvanizing on pipe, fittings or fabric as specified above.

1.09 SIGNS

1. Provide three project signs, 4 ft by 8 ft in size. The signs shall be 4' high by 8' wide, and constructed of 3/4- to 1-inch medium density overlay plywood, with a resin coating on both sides. The edges shall be framed with a snap trim edge cap consisting of an aluminum channel with a polyvinyl coating. An aluminum sign of equal size may also be used. The sign's background will be painted with white exterior oil base sign enamel. The NYSDEC logo will be painted as noted. Graphics are to be painted with a commercial grade exterior paint. All adhesives are solvent resistant. See graphic sample at end of this Section.

CONTRACTOR shall furnish and install three project signs visible to the public. One shall be adjacent to Rt. 27A facing south, one shall be at the southern entrance to the High School Treatment Area facing south toward Barberry Road, and one shall be placed on the western edge of the Higbie Lane Staging Area (HLSA) facing west toward Higbie Lane. Signs will be secured on the High School Treatment System fence, Higbie Lane Staging Area fence, and the Montauk Highway fence.

2. Immediately prior to and during, and for two weeks following fish eradication in Lake Capri, signs must be posted on each lake property and along the Montauk Highway fence warning of the application of Rotenone, as required by NYCRR Part 328.6(g). These temporary signs must contain the words "Rotenone Application", "No Swimming", "No Watering of Animals", "Do Not Drink", or equivalent as approved by the Engineer.
3. Furnish, install, and maintain project signs for the Department. Provide signs prior to start of site work.
4. CONTRACTOR shall remove signs upon final acceptance or when directed by ENGINEER

1.10 FIELD OFFICES

- A. The CONTRACTOR shall erect, furnish and maintain a field office with a telephone at the work site at a location approved by the ENGINEER, during the entire period of work. The CONTRACTOR shall be present at his office at all time while his work is in progress. Readily accessible copies of both the Contract Documents and the latest approved working drawings shall be kept at his field office.

The CONTRACTOR shall provide one separate and lockable field office at the site for the exclusive use of the DEPARTMENT and the ENGINEER.

In addition the CONTRACTOR shall provide on site one 20 foot lockable, water tight box storage trailer. The storage trailer location will be determined by the ENGINEER and is for the exclusive use of the DEPARTMENT and the ENGINEER.

- B. The DEPARTMENT's and the ENGINEER's Field Office Trailer shall be furnished as stipulated herein and in a location directed by the DEPARTMENT/ENGINEER. The CONTRACTOR shall provide signage as necessary to direct visitors, mail persons, and delivery persons to specific areas of the site as appropriate. All necessary installations shall be provided. The Field Office Trailer shall be ready for occupancy within two weeks following the notice to proceed and shall be provided until notice of substantial completion. The field office shall contain two partitioned offices with locking doors, each having a minimum of ninety-six (96) square feet of floor area and as a minimum each shall be furnished as follows:

1. Overhead shelves and two (2) two-drawer, fireproof, file cabinets with locks and keys.
2. One drafting table, 48" x 89".
3. One heater, sufficient to maintain comfortable working conditions (65 degrees F).
4. One air conditioner, sufficient to maintain comfortable working conditions (75 degrees in summer).
5. A locking closet.
6. Sufficient supply of outlets and lights.
7. Adequate supply of potable hot and cold water.
8. Two (2) flat-top movable desks, 44" x 30", with lockable drawers.
9. Four (4) wheeled office chairs.
10. One drafting stool.
11. Two (2) large wastebaskets.
12. One photocopying machine.
13. One ten (10)-pound class ABC fire extinguisher.
14. First aid kit (Bullard Mfg. Co., Model 136 or equal).
15. One (1) direct-line telephone service with one (1) phone for the exclusive use of the DEPARTMENT and the ENGINEER, and one (1) answering machine.

16. One (1) direct, dedicated line and answering machine for citizen's questions and concerns. Incoming messages will be heard daily by the Engineer and summarized in the Engineer's daily report.
17. One fax machine with a dedicated telephone line, built-in telephone, auto dial, and auto receive features.
18. The Field Office shall contain one partitioned meeting area having a minimum of one-hundred forty (140) square feet of floor area. The meeting area will contain:
 - a. One office table with laminated top, two feet six inches by 10 feet (2.5' x 10').
 - b. Six straight backed chairs.
 - c. One (1) bulletin board, four feet by six feet (4' x 6').
 - d. One (1) wastebasket.
 - e. One (1) mailbox.
19. Hardware (to be turned over to the DEPARTMENT after Notice of Substantial Completion) "DELL" OptiPlex GX1/Mbase (Desktop), w/ 17" color monitor
 - a. **Processor**
Advanced Pentium II processors are available with MMX technology and 440BX chipset (Processor/Front Side Bus (MHz).
350/100 MHz
Memory
64 MB ECC 100 MHz SDRAM
Cache
512 KB L2 cache integrated into the processor cartridge
Graphics
Integrated ATI RAGE PRO TURBOJ, 2X AGP controller with 8MB 100MHz SGRAM ATI Advanced Multimedia ChannelJ (AMC) video port
Audio
Integrated full duplex audio (Sound Blaster Pro and Windows Sound System compatible). External connectors for microphone, stereo input and stereo-amplified output for speakers or headphones Internal TAPI connector for telephony modem support
EIDE Hard Drive
4.3 Gigabyte hard Drive
CD-ROM 14X min/32X max variable speed EIDE
Network Interface
Integrated 10/100Mb 3Com Parallel TaskingJ II Fast EtherLinkJ XL II with ACPI and Wakeup On LAN support 10/100Base-TX, RJ45 twisted pair connector; AutoLink Configuration Utility I/O Connectors 2 USB, 2 serial, 1 parallel, 1 mouse, 1 keyboard Expansion Bus Architecture
 - b. (1) HP LaserJet 4000SE printer or equal.
 - c. (1) Compatible printer cable.
 - d. (1) Compatible printer stand.
20. Software (to be turned over to the DEPARTMENT after Notice of Substantial Completion)
 - a. (1) Win98 or Win NT 4.0 (latest version).
 - b. (1) Windows Office (MS Word 97, Excel 97) (latest version).
 - c. (1) WordPerfect on 3.5" disk or CD ROM with manual(s) (latest version).
 - d. (1) E-mail capability (Novel Network compatible)
 - e. (1)MS Project Schedule
21. Accessories and Supplies.
 - a. (1) Surge protector.
 - b. (1) Desk or work station to set computer on.

- c. (2) 20 Reams of paper every month for the duration of the job (8½"x11", white, blank, approximately 500 sheets per ream, medium weight, minimum 20% recycled content, bond-quality).
 - d. (1) Laser Printer cartridge for each six month period of the project duration.
 - e. (5) boxes of 3.5" diskettes (10/box).
 - f. (1) Diskette holder (holds 50 3.5" diskettes).
 - g. (4) Dust covers (for PC unit, monitor, keyboard, and printer).
 - h. Compatible mouse.
22. The Field Office shall contain one partitioned, private, lockable sanitary facility. The facility will contain:
- a. Sink with running hot and cold water.
 - b. Flushable toilet.
 - c. Soap, toilet paper and paper towel dispensers.
 - d. Waste paper basket.
23. A minimum of one chemical toilet will be supplied outside the field office.
24. Six (6) protective hard-hats for visitor's use.
25. One (1) electric clock.
26. The Field Office shall be supplied with potable water.
- C. A sign shall be furnished on the outside of the DEPARTMENT/ENGINEER's Field Office. The sign shall be 2' x 3' x 3/4" thick marine plywood (or aluminum) with white background and black letters.

The sign shall read as follows:

FIELD OFFICE
NEW YORK STATE DEPARTMENT
OF
ENVIRONMENTAL CONSERVATION
Telephone: (Field Office Number)

Note: The CONTRACTOR shall include telephone number on the trailer sign, when available.

- D. All trailers and equipment supplied to the ENGINEER and DEPARTMENT will remain the CONTRACTOR's property, unless specified otherwise.
 - E. The ENGINEER's/DEPARTMENT's trailer shall be located and installed in such a location as to provide access for any individual wishing to communicate with the ENGINEER and/or DEPARTMENT's representative. The public access to this trailer shall be provided from Barberry Lane through the southern gate of the treatment area. The entrance for the public shall be clearly posted.
- Each trailer shall have a 10' x 6' pressure treated lumber entrance platform and stairway.
- F. Submit shop drawings showing layout, furnishings, facilities of trailers and information on utilities.
 - G. Remove office upon final acceptance or when directed by ENGINEER.
- 1.11 SITE CONTROL
- A. Fire Prevention
 - 1. Keep work areas clean and free of combustible materials.
 - 2. Provide a minimum of two extinguishers for each separate and active enclosure. Locate one in the dirty room of the decon unit and one in the clean room.

3. The CONTRACTOR shall contact the local Fire Company, schedule, and conduct a site visit for Fire Company personnel after mobilization is complete to ensure familiarity with the CONTRACTOR's operations.

B. Work Hours

1. Allowable Work Hours are as follows **Monday through Saturday** (no Sunday hours):
 - a. Rt. 27A access to Lake Capri: Before 6:00AM, after 4:00PM.
 - b. Dredging: 7:00AM to 7:00PM
 - c. Treatment Area: 7:00AM to 11:00PM
 - d. Trucking (Transport and Disposal): 7:00AM to 9:00PM

C. Noise, Odor and Dust Control

1. CONTRACTOR's vehicles and equipment shall be such as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the DEPARTMENT or others.
2. Conduct operations to prevent annoyance to residents in vicinity of work, and comply with applicable local ordinances. The Town of Islip noise ordinance is attached to the end of this section.
3. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
4. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
5. CONTRACTOR shall be responsible for controlling respirable dust caused by his operation of vehicles and equipment, clearing or for any reason whatever. CONTRACTOR shall apply water and calcium chloride or use other methods subject to the ENGINEER's approval and defined in NYSDEC TAGM 4031, which will keep dust in the air to a minimum.
6. Plan and execute construction and earth work by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - a. Hold the areas of bare soil exposed at one time to a minimum.
 - b. Provide temporary control measures such as berms, dikes and drains.
7. Construct fills and waste areas by selective placement to minimize erosion.
8. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion and place erosion mats as directed by the ENGINEER to stabilize soils.
9. Provide unpaved roads, detours, or haul roads used in construction areas with water treatment to minimize dust.

D. Pollution Control

1. Provide secondary containment around all temporary fuel tanks.
2. Maintain work areas on and off site free from further environmental pollution that would be in violation of any federal, state, or local regulations.
3. Minimize air pollution by wetting down bare soils with clean water, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by CONTRACTORS, and encouraging shutdown of motorized equipment not actually in use.
4. Any emissions during site activities that may have an adverse health effect on workers or the community shall be suppressed to the extent possible.
5. Provide systems for control of atmospheric pollutants.
 - a. Prevent toxic concentrations of chemicals.
 - b. Prevent harmful dispersal of pollutants into the atmosphere.
6. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.

7. The CONTRACTOR shall provide that the generated project hazardous waste (if any) and any existing hazardous waste to be removed under this project shall be transported, manifested, and disposed in accordance with the current regulations.
8. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
9. The CONTRACTOR shall be fully responsible for any and all damages to life and property that occur as a result of his activities. Damages resulting from polluting watercourses shall be repaired, restored, or compensated for by the CONTRACTOR.
10. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
11. Prevent any equipment which has been in contact with hazardous material or other contamination from leaving the site prior to decontamination.
12. More specific requirements are given in other sections of this document.

E. Spill Control

1. Provide for unexpected spills through provision of following minimum equipment to be kept on-site at all times during site work activities.
 - a. One front end loader, if used for other work such as drum moving.
 - b. Ten drums (55-gal, U.S. DOT 17-E or 16-H).
 - c. Three hand shovels.
 - d. Sorbant pads and other cleanup materials.
 - e. Solvent and other decontamination supplies and equipment for decontamination of tools and equipment.
2. Spills: If spill occurs, take following actions.
 - a. Immediate action to stop spill and protect/decontaminate affected personnel.
 - b. Notify the ENGINEER.
 - c. Implement appropriate action as called for in HASP.
 - d. Take measures to control, confine, and clean up spill. This may include one or more of following actions.
 - (1) Keep unnecessary people away, isolate hazardous areas, and deny entry.
 - (2) Do not allow anyone to touch spilled material.
 - (3) Stay upwind; keep out of low areas.
 - (4) Keep combustibles, open flames, and other sources of ignition away from spilled oil and fuel.
 - (5) Use water spray when appropriate to reduce vapors, as needed.
3. Spill cleanup plans and remedies shall be taken by CONTRACTOR as approved by the ENGINEER.
 - a. Recovered liquids may be handled and disposed of according to procedures for liquids stored on-site.
 - b. Remove contaminated soils on-site to depth of up to 1 ft, containerize, and handle as specified for on-site drummed solids. Excavation to less than 1 ft shall be at the ENGINEER's discretion and will require sampling and analysis of residual samples at CONTRACTOR's expense. Excavation shall be restored to approximately original grade with clean fill material.
 - c. Spilled oils or fuels flowing to containment pond shall be thoroughly skimmed, containerized or placed in tankage and handled as specified for liquid wastes.
 - d. Decontaminate on-site structures to remove traces of spilled material.
 - e. Spilled solids shall be completely recovered, containerized, and handled as specified for solids.
 - f. If spill or other emergency event occurred for reasons beyond control and responsibility of CONTRACTOR as determined by the ENGINEER, adjustment in price will be considered.

F. Traffic Control

1. When working in public roadway right-of-ways, the CONTRACTOR shall follow governing regulations for the proper control of traffic.
2. The CONTRACTOR shall provide all necessary signage and flagmen that may be required for public safety relating to his/her work.

G Rubbish Control (Noncontaminated)

1. Provide proper receptacles and affix signs clearly indicating that PPE or other potentially hazardous materials MUST NOT be disposed in the receptacle.
2. Clean up the debris resulting from the work at the end of each day and leave work areas broom clean.
3. Remove debris from the site at least once a week or more often if it presents a fire hazard or becomes excessive. Burning of waste material will not be permitted.

1.13 WEIGH STATION

- A. A scale of adequate capacity to weigh trucks to be used to transport removed material from the site to the disposal facility will be mobilized to the site and placed at a location approved by the ENGINEER. The weigh station shall comply with all NYSDOT standards.

1.14 SURFACE WATER AND EROSION CONTROL

- A. The CONTRACTOR shall furnish all labor, tools, materials, equipment, and incidentals necessary for surface water control.
- B. The CONTRACTOR shall submit a surface water control plan to the DEPARTMENT for approval. This plan shall include surface water and sediment control measures prepared in accordance with the "New York Guidelines for Urban Erosion and Sediment Control", Third Printing, October 1991.
- C. The CONTRACTOR shall adhere strictly to the provisions of the Work Plan as approved and shall control and manage surface water in every area where his/her activities take place.
- D. Provide, operate and maintain equipment and facilities of adequate size to control surface water.
- E. Control fill, grading and ditching to direct water away from excavations, pits, and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, damage or nuisance.
- F. Surface water from areas of the excavation which have not been disturbed and which do not show signs of contamination shall be prevented from entering areas where construction or work is in progress or contaminated areas.
- G. Surface water from areas of exposed refuse or other known areas of contamination shall be collected prior to leaving those areas and transported or pumped through watertight pipes to a temporary storage tank for later treatment through the water treatment system. Disposal shall be in accordance with all Federal and State regulations.
- H. In the event surface runoff is the cause of existing clean areas, or subsequently cleaned areas, becoming contaminated, the affected areas shall be cleaned in accordance with instructions given by the ENGINEER.
- I. The CONTRACTOR shall be responsible for all costs associated with mitigating the affects of contaminated runoff migrating to clean areas or off site during the duration of the contract.

1.15 UTILITIES

- A. Provide temporary facilities or contingency equipment as required herein to properly carry out the Project scope of work.
- B. Provide new or used materials and equipment that are undamaged and in serviceable condition.
- C. Provide only materials and equipment that are recognized as being suitable for the intended use (through compliance with appropriate standards and regulations).
- D. Temporary Water Service
 - 1. Provide for potable and utility water service to the office trailers and work areas with appropriate approvals as necessary.
 - 2. Provide temporary potable and utility water service where needed with appropriate approvals as necessary. The temporary water service shall be removed at completion of work
 - 3. Provide hoses, pipe, and fittings suitable for proposed application.
 - 4. CONTRACTOR may obtain potable water from Suffolk County Water Authority . For Hydrant Permit contact 516-582-2211.
- E. Temporary Electrical Service
 - 1. Provide temporary electrical service with appropriate approvals as necessary.
 - 2. Contact LIPA (Long Island Power Authority) at 516-348-6044/6036 for commercial electric power application. Gasoline operated generators (or similar devices) shall not be utilized.
 - 3. Provide a weatherproof, grounded temporary electrical power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work. The temporary power service shall be removed at completion of the work.
 - 4. Make all materials and installations to conform to NEC, local fire code, local utility requirements, and local building codes where applicable.
 - 5. Provide materials that comply with applicable NEMA, NECA, and UL standards and governing regulations of temporary electrical services.
 - 6. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light. Use liquid-tight enclosures or boxes (NEMA 3A or 4).
 - 7. Provide grounded extension cords with waterproof connectors. Use "hard service" cords where there is exposure to abrasion and traffic.
 - 8. Provide general service lamps and guard cages or tempered glass enclosures where lamp is exposed to breakage by removal operations. Use liquid-tight enclosures or boxes for the devices.
 - 9. Provide utilities as needed for the DEPARTMENT's/ENGINEER's trailers and removed material process area.
- F. Temporary Sanitary Service.
 - 1. Provide as necessary, sanitary sewer service with appropriate approvals as necessary.
 - 2. Provide temporary self-contained chemical toilet units in an amount based on the total number of workers employed on the Project in accordance with the provisions of the Health and Sanitary Codes of the State of New York. The CONTRACTOR may locate some of them in the work area. Units shall be located outside the work area shall be located where approved by NYSDEC and screened from public view. Units shall be maintained throughout the work.
- G. Use qualified tradesmen for installation of temporary utilities, facilities, and constructions.
- H. Locate all temporary items where they are approved and in such a manner to cause minimum interference with the project work and operation of the other site activities.
- I. Relocate, modify, and extend services and facilities as required to accommodate the Project, or as directed by the ENGINEER, throughout the course of the work.

J. Install temporary utilities in accordance with the servicing utility's requirements.

K. Remove temporary facilities and controls as soon as safe progress of the work will permit.

1.17 SOIL STOCKPILE PAD

A. Construct soil stockpile pad as specified in Section 02300.

B. Remove soil stockpile pad and dispose of pad materials at the completion of work.

1.18 SCHEDULE

A. A proposed construction schedule is enclosed herewith at the end of this section.

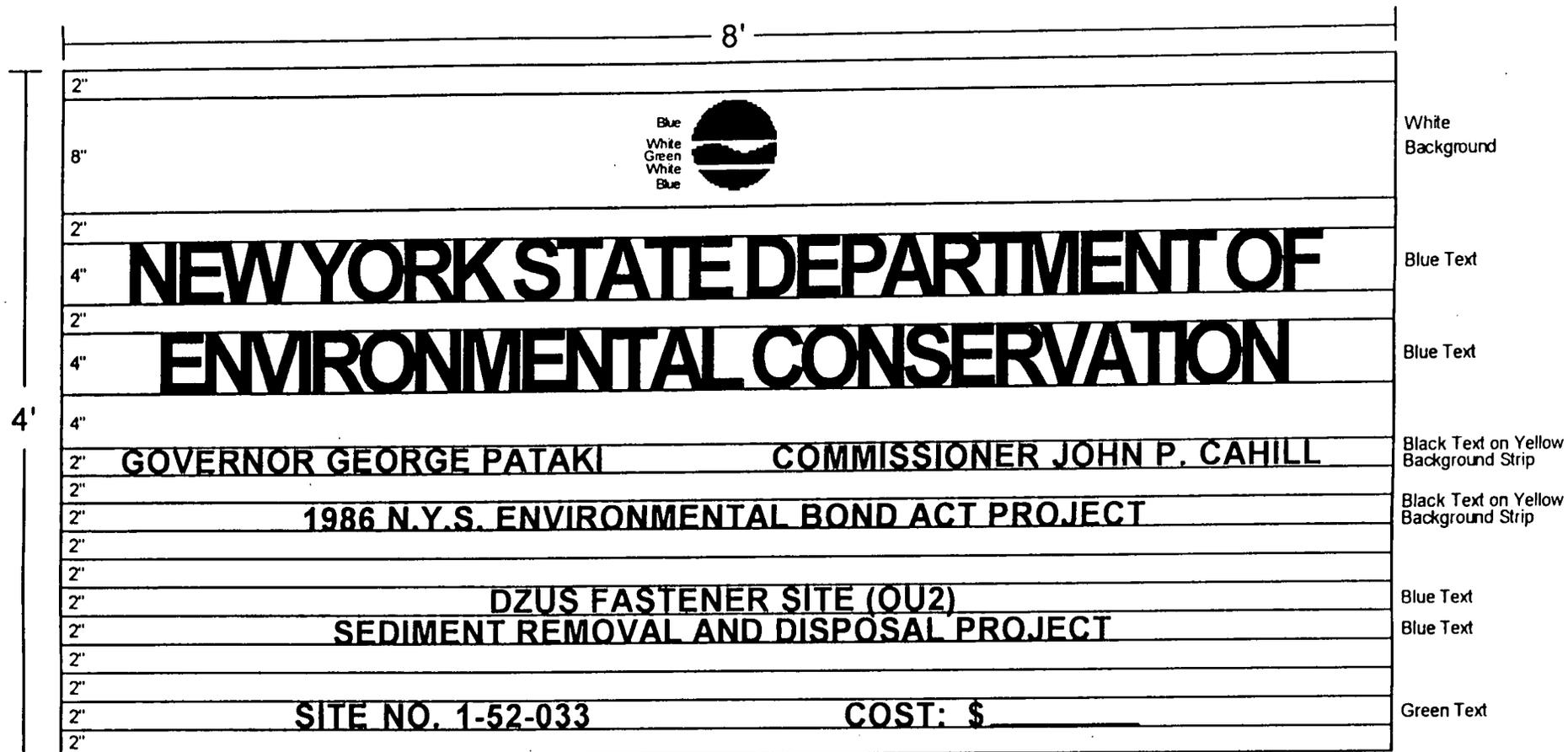
PART 2 PRODUCTS

(Not used)

PART 3 EXECUTION

(Not used)

*** END OF SECTION ***



Note: Cost amount to be determined

SECTION 01100 - MOBILIZATION/DEMobilIZATION AND SITE PREPARATION

Project Sign

Dzus Fastener Site (OU2)

Site No. 1-52-033

Preliminary Construction Schedule
1999 Lake Capri and Willetts Creek Remediation

ID	Task Name	Duration	Start	Finish	2nd Quarter				3rd Quarter			4th Quarter	
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	PRE-AWARD	47d	3/9/99	5/12/99	[Gantt bar]								
2	Bid Opening	1d	3/9/99	3/9/99	[Task bar]								
3	Evaluate Bids	4d	3/10/99	3/15/99	[Task bar]								
4	Notify Low Bidder	1d	3/16/99	3/16/99	[Task bar]								
5	Contractor Prepare Initial Submittals	10d	3/17/99	3/30/99	[Task bar]								
6	Submittal Review & Summary Report	10d	3/31/99	4/13/99	[Task bar]								
7	Notice of Intent to Award	1d	4/14/99	4/14/99	[Task bar]								
8	Contractor Prepare Additional Submittals	20d	4/15/99	5/12/99	[Task bar]								
9	State Review	10d	4/15/99	4/28/99	[Task bar]								
10	Contract Award	1d	4/29/99	4/29/99	[Task bar]								
11	CONSTRUCTION	150d	4/30/99	11/29/99	[Gantt bar]								
12	Pre-construction Meeting	1d	4/30/99	4/30/99	[Task bar]								
13	Contractor Prepare Addnl. Submittals	150d	4/30/99	11/29/99	[Task bar]								
14	Lake Site Preparation	45d	4/30/99	7/1/99	[Gantt bar]								
15	Order Equipment	45d	4/30/99	7/1/99	[Task bar]								
16	Contractor Pre-dredging Survey	10d	5/3/99	5/14/99	[Task bar]								
17	Construction Begins	1d	5/17/99	5/17/99	[Task bar]								
18	Construct Processing Area	31d	5/17/99	6/28/99	[Task bar]								
19	Construct Higbie Lane Staging Area	31d	5/17/99	6/28/99	[Task bar]								
20	Fish Eradication	4d	6/22/99	6/25/99	[Task bar]								

Preliminary Construction Schedule
1999 Lake Capri and Willetts Creek Remediation

ID	Task Name	Duration	Start	Finish	2nd Quarter				3rd Quarter			4th Quarter	
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
21	Apply Rotenone	2d	6/22/99	6/23/99									
22	Fish Harvesting	2d	6/24/99	6/25/99									
23	Lake Sediment Removal Operations	90d	6/29/99	11/3/99									
24	Dredging	86d	6/29/99	10/28/99									
25	Processing	88d	6/29/99	11/1/99									
26	Transporting and Disposal	90d	6/29/99	11/3/99									
27	Willetts Creek	30d	6/28/99	8/9/99									
28	Preparation, Removal, Restoration	30d	6/28/99	8/9/99									
29	Site Restoration	10d	10/29/99	11/11/99									
30	Lake and Lagoon	5d	10/29/99	11/4/99									
31	Processing Area	8d	11/2/99	11/11/99									
32	Higbie Lane Staging Area	6d	11/4/99	11/11/99									
33	State Inspections	11d	10/29/99	11/12/99									
34	Substantial Completion	1d	10/29/99	10/29/99									
35	Final Inspection	1d	11/12/99	11/12/99									

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning **May 1999**
and lasting until **December 1999**

the discharges from the treatment facility to Willetts Creek, water index number GSB 205 , Class C , RECEIVING WATER shall be limited and monitored by the operator as specified below:

Outfall Number and Parameter	Discharge Limitations		Units	Minimum Monitoring Requirements	
	Daily Avg.	Daily Max		Measurement Frequency	Sample Type
Outfall 001 - Treated Groundwater Remediation Discharge:					
Flow	Monitor	1,000,000	GPD	Continuous	Meter
pH (range)	6.0 to 9.0		SU	Weekly	Grab
Total Suspended Solids	Monitor	20	mg/l	Weekly	Grab
Total Dissolved Solids	Monitor	Monitor	mg/l	Weekly	Grab
Settable Solids	Monitor	0.1	ml/l	Daily	Grab
Aluminium, Dissolved	Monitor	360 ⁽⁷⁾	µg/l	Monthly	Grab
Cadmium, Total	Monitor	17 ⁽⁷⁾ & ⁽⁸⁾	µg/l	Weekly	Grab
Chromium, Total	Monitor	132	µg/l	Monthly	Grab
Cyanide, Amenable to chlorination	Monitor	60	µg/l	Monthly	Grab
Iron, Total	Monitor	10 ⁽⁷⁾	mg/l	Weekly	Grab
Lead, Total	Monitor	14 ⁽⁷⁾ & ⁽⁸⁾	µg/l	Monthly	Grab
Zinc, Total	Monitor	72	µg/l	Monthly	Grab

Additional Conditions:

(1) Discharge is not authorized until such time as an engineering submission showing the method of treatment is approved by the Department. The discharge rate may not exceed the effective or design treatment system capacity. All monitoring data, engineering submissions and modification requests must be submitted to:

Chief - Operation Maintenance and Support Section
Bureau of Hazardous Site Control
Division of Environmental Remediation
NYSDEC
50 Wolf Road
Albany, N.Y. 12233-7010

91-20-2a (1/89)

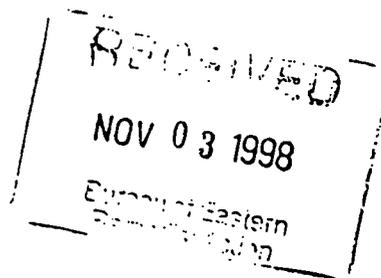
Site No.:152033
Part 1, Page 2 of 2

With a copy sent to:
Robert Schneck, RWE
NYS Dept. Of En. Con.
Bldg. 40 - SUNY @ Stony Brook
Stony Brook, NY 11790-2356
Ph: 516-444-0405

- (2) Only site generated wastewater is authorized for treatment and discharge.
- (3) Authorization to discharge is valid only for the period noted above but may be renewed if appropriate. A request for renewal must be received 6 months prior to the expiration date to allow for a review of monitoring data and reassessment of monitoring requirements.
- (4) Both concentration (mg/l or $\mu\text{g/l}$) and mass loadings (lbs/day) must be reported to the Department for all parameters except flow and pH.
- (5) Any use of corrosion/scale inhibitors or biocidal-type compounds used in the treatment process must be approved by the department prior to use.
- (6) This discharge and administration of this discharge must comply with the attached General Conditions.
- (7) The Department has determined that the calculated water quality based effluent limits: 100 $\mu\text{g/l}$, 0.74 $\mu\text{g/l}$, 300 $\mu\text{g/l}$, and 4 $\mu\text{g/l}$ respectively are clearly unreasonable. Therefore these limits have been replaced with modified limits in accordance with 6 NYCRR 702.16 (b)(2).
- (8) Analysis must be performed using GFAA.

DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
NEW YORK, N.Y. 10278-0090

October 29, 1998



REPLY TO
ATTENTION OF

Eastern Permits Section

SUBJECT: Application Number 98-12620-L2 by New York State
Department of Environmental Conservation

XC: JEG
AVL
RUL

George W. Heitzman, P.E.
Sr. Environmental Engineer
NYSDEC Div. of Env. Remediation
Bureau of Eastern Remedial Action
50 Wolf Road, Room 242
Albany, New York 12233-7010

Dear Mr. Heitzman:

The New York District Corps of Engineers has completed its review of your request for Department of the Army authorization to dredge cadmium-contaminated sediment from Lake Capri and Willets Creek in West Islip, Town of Islip, Suffolk County, New York. This contamination is the result of hazardous waste discharges from the Dzus Fastener Inactive Hazardous Waste Disposal Site. The project would involve hydraulic dredging of approximately 12,000 cubic yards of sediment from Lake Capri. The depth of sediment to be removed ranges from 6 inches along the lake shoreline to 30 inches in the deepest part of the lake. The dredged material would be pumped through a floating pipeline along the Willets Creek corridor to a temporary treatment facility located in a paved, upland area of the West Islip High School. There, the sediment slurry would be dewatered and later disposed off-site. Water decanted from the sediment would be treated and discharged back into Willets Creek in accordance with New York State Special Pollutant Discharge Elimination System permit requirements.

Sediments from a 1000-foot section of Willets Creek also require excavation due to cadmium contamination. Sample results indicate that only the western half of the stream bed would require excavation. For this section, the creek would be temporarily diverted and excavation would be performed using mechanical equipment. Approximately 7.9 acres of Lake Capri and 0.63 acres of Willets Creek would experience temporary impacts due to dredging operations.

Based on the information submitted to this office, and accomplishment of notification in accordance with the applicable federal requirements, our review of the project indicates that an individual permit is not required. It appears that the activities within the jurisdiction of this office could be accomplished under Department of the Army Nationwide General Permit Number 38. The nationwide permits are prescribed in the December 13, 1996 Federal Register, Final Notice of Issuance,

Reissuance, and Modification of Nationwide Permits (61 FR 65874). The work may be performed without further authorization from this office provided the activity complies with the permit conditions listed in Section B, No. 38, Section C, and any applicable regional conditions added by the State of New York, copies enclosed.

This determination covers only the work described in the submitted material. Any major changes in the project may require additional authorizations from the New York District.

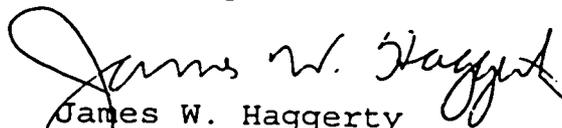
This verification is valid for a period of two years from the date of this letter, unless the nationwide permit is modified, suspended or revoked. This verification will remain valid for two years from the date of this letter if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

Although we are herewith confirming the applicability of the Nationwide Permit Program for your proposal, please be advised that your project requires a project-specific Coastal Zone Management certification concurrence from the New York State Department of State (NYS DOS) in order for this nationwide permit be valid. No work may be accomplished until the required approval from NYS DOS has been obtained.

Within 30 days of the completion of the activity authorized by this permit and any mitigation required by this permit, you are to sign and submit the attached compliance certification form to this office.

If any questions should arise concerning this matter, please contact Sophie Ettinger, of my staff, at (212) 264-3912.

Sincerely,


James W. Haggerty
Chief, Eastern Permits Section

Enclosures

DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
NEW YORK, N.Y. 10278-0090



REPLY TO
ATTENTION OF

CENAN-OP-RH

NATIONWIDE PERMIT COMPLIANCE CERTIFICATION AND REPORT FORM

Permittee: NY State Department of Environmental Conservation Permit No. 98-12620

Date Permit Issued: October 28, 1998

Location: West Islip, Town of Islip, Suffolk County, New York

Within 30 days of the completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the address at the bottom of this form.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Fold this form into thirds, with the bottom third facing outward. Tape it together and mail to the address below or FAX to (212) 264-4260.

Place Stamp
Here

Department of the Army
New York District Corps of Engineers
Jacob K. Javits Federal Building
ATTN: CENAN-OP-RH
New York, New York 10278-0090

NOTE: For Nationwide Permit No. 26, the expiration date is DECEMBER 13, 1998, NOT February 11, 1999 as indicated on Page 65916 herein.

17. Hydropower Projects
18. Minor Discharges
19. Minor Dredging
20. Oil Spill Cleanup
21. Surface Coal Mining Activities
22. Removal of Vessels
23. Approved Categorical Exclusions
24. State Administered Section 404 Programs
25. Structural Discharges
26. Headwaters and Isolated Waters Discharges
27. Wetland and Riparian Restoration and Creation Activities
28. Modifications of Existing Marinas
29. Single-Family Housing
30. Moist Soil Management for Wildlife
31. Maintenance of Existing Flood Control Projects
32. Completed Enforcement Actions
33. Temporary Construction, Access and Dewatering
34. Cranberry Production Activities
35. Maintenance Dredging of Existing Basins
36. Boat Ramps
37. Emergency Watershed Protection and Rehabilitation
38. Cleanup of Hazardous and Toxic Waste
39. Reserved
40. Farm Buildings

Nationwide Permit Conditions

General Conditions:

1. Navigation
2. Proper Maintenance
3. Erosion and Siltation Controls
4. Aquatic Life Movements
5. Equipment
6. Regional and Case-by-Case Conditions
7. Wild and Scenic Rivers
8. Tribal Rights
9. Water Quality Certification
10. Coastal Zone Management
11. Endangered Species
12. Historic Properties
13. Notification
14. Compliance Certification
15. Multiple Use of Nationwide Permits.

Section 404 Only Conditions

1. Water Supply Intakes
2. Shellfish Production
3. Suitable Material
4. Mitigation
5. Spawning Areas
6. Obstruction of High Flows
7. Adverse Effects from Impoundments
8. Waterfowl Breeding Areas
9. Removal of Temporary Fills

B. Nationwide Permits and Conditions

1. *Aids to Navigation:* The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard.

A. Index of the Nationwide Permits and Conditions

Nationwide Permits:

1. Aids to Navigation
2. Structures in Artificial Canals
3. Maintenance
4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
5. Scientific Measurement Devices
6. Survey Activities
7. Outfall Structures
8. Oil and Gas Structures
9. Structures in Fleeting and Anchorage Areas
10. Mooring Buoys
11. Temporary Recreational Structures
12. Utility Line Discharges
13. Bank Stabilization
14. Road Crossings
15. U.S. Coast Guard Approved Bridges
16. Return Water from Upland Contained Disposal Areas

are maintained. However, access roads, temporary or permanent, or foundations associated with overhead utility lines are not authorized by this NWP.

Material resulting from trench excavation may be temporarily sidecast (up to three months) into waters of the United States, provided that the material is not placed in such a manner that it is dispersed by currents or other forces. The DE may extend the period of temporary side-casting not to exceed a total of 180 days, where appropriate. The area of waters of the United States that is disturbed must be limited to the minimum necessary to construct the utility line. In wetlands, the top 6" to 12" of the trench should generally be backfilled with topsoil from the trench. Excess material must be removed to upland areas immediately upon completion of construction. Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line. (See 33 CFR part 322).

Notification: The permittee must notify the district engineer in accordance with the "Notification" general condition, if any of the following criteria are met:

- (a) Mechanized landclearing in a forested wetland;
- (b) A Section 10 permit is required for the utility line;
- (c) The utility line in waters of the United States exceeds 500 feet; or,
- (d) The utility line is placed within a jurisdictional area (i.e., a water of the United States), and it runs parallel to a streambed that is within that jurisdictional area. (Sections 10 and 404)

13. Bank Stabilization. Bank stabilization activities necessary for erosion prevention provided the activity meets all of the following criteria:

- a. No material is placed in excess of the minimum needed for erosion protection;
- b. The bank stabilization activity is less than 500 feet in length;
- c. The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark or the high tide line;
- d. No material is placed in any special aquatic site, including wetlands;
- e. No material is of the type, or is placed in any location, or in any manner, so as to impair surface water flow into or out of any wetland area;
- f. No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and,

g. The activity is part of a single and complete project.

Bank stabilization activities in excess of 500 feet in length or greater than an average of one cubic yard per running foot may be authorized if the permittee notifies the District Engineer in accordance with the "Notification" general condition and the District Engineer determines the activity complies with other terms and conditions of this NWP and the adverse environmental impacts are minimal both individually and cumulatively. This NWP may not be used for the channelization of a water of the United States. (Sections 10 and 404)

14. Road Crossings. Fills for roads crossing waters of the United States (including wetlands and other special aquatic sites) provided the activity meets all of the following criteria:

- a. The width of the fill is limited to the minimum necessary for the actual crossing;
- b. The fill placed in waters of the United States is limited to a filled area of no more than 1/3 acre. Furthermore, no more than a total of 200 linear feet of the fill for the roadway can occur in special aquatic sites, including wetlands;
- c. The crossing is culverted, bridged or otherwise designed to prevent the restriction of, and to withstand, expected high flows and tidal flows, and to prevent the restriction of low flows and the movement of aquatic organisms;
- d. The crossing, including all attendant features, both temporary and permanent, is part of a single and complete project for crossing of a water of the United States; and,
- e. For fills in special aquatic sites, including wetlands, the permittee notifies the District Engineer in accordance with the "Notification" general condition. The notification must also include a delineation of affected special aquatic sites, including wetlands.

This NWP may not be combined with NWP 18 or NWP 26 for the purpose of increasing the footprint of the road crossing. Some road fills may be eligible for an exemption from the need for a Section 404 permit altogether (see 33 CFR 323.4). Also, where local circumstances indicate the need, District Engineers will define the term "expected high flows" for the purpose of establishing applicability of this NWP. (Sections 10 and 404)

15. U.S. Coast Guard Approved Bridges. Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the United States, including cofferdams, abutments, foundation seals, piers, and

temporary construction and access fills provided such discharges have been authorized by the U.S. Coast Guard as part of the bridge permit. Causeways and approach fills are not included in this NWP and will require an individual or regional Section 404 permit. (Section 404)

16. Return Water From Upland Contained Disposal Areas. Return water from an upland, contained dredged material disposal area. The dredging itself may require a section 404 permit (33 CFR 323.2(d)), but will require a Section 10 permit if located in navigable waters of the United States. The return water from a contained disposal area is administratively defined as a discharge of dredged material by 33 CFR 323.2(d) even though the disposal itself occurs on the upland and thus does not require a Section 404 permit. This NWP satisfies the technical requirement for a Section 404 permit for the return water where the quality of the return water is controlled by the state through the Section 401 certification procedures. (Section 404)

17. Hydropower Projects: Discharges of dredged or fill material associated with (a) small hydropower projects at existing reservoirs where the project, which includes the fill, are licensed by the Federal Energy Regulatory Commission (FERC) under the Federal Power Act of 1920, as amended; and has a total generating capacity of not more than 5000 KW; and the permittee notifies the District Engineer in accordance with the "Notification" general condition; or (b) hydropower projects for which the FERC has granted an exemption from licensing pursuant to section 408 of the Energy Security Act of 1980 (16 U.S.C. 2705 and 2708) and section 30 of the Federal Power Act, as amended; provided the permittee notifies the District Engineer in accordance with the "Notification" general condition. (Section 404)

18. Minor Discharges: Minor discharges of dredged or fill material into all waters of the United States provided that the activity meets all of the following criteria:

- a. The quantity of discharged material and the volume of excavated area does not exceed 25 cubic yards below the plane of the ordinary high water mark or the high tide line;
- b. The discharge, including any excavated area, will not cause the loss of more than 1/10 acre of a special aquatic site, including wetlands. For the purposes of this NWP, the acreage limitation includes the filled area and excavated area plus special aquatic sites that are adversely affected by flooding and special aquatic sites that are

excavation or drainage as a result of the project. The 3 acre and 1/2 acre limits of NWP 26 are absolute and cannot be increased by any mitigation plan offered by the applicant or required by the District Engineer. Whenever any other NWP is used in conjunction with this NWP, the total acreage of impacts to waters of the United States of all NWPs combined, can not exceed 3 acres.

Subdivisions: For any real estate subdivision created or subdivided after October 5, 1984, a notification pursuant to subsection (b) of this NWP is required for any discharge which would cause the aggregate total loss of waters of the United States for the entire subdivision to exceed 1/2-acre. Any discharge in any real estate subdivision which would cause the aggregate total loss of waters of the United States in the subdivision to exceed 3 acres is not authorized by this NWP, unless the District Engineer exempts a particular subdivision or parcel by making a written determination that: (1) The individual and cumulative adverse environmental effects would be minimal and the property owner had, after October 5, 1984, but prior to February 11, 1997, committed substantial resources in reliance on NWP 26 with regard to a subdivision, in circumstances where it would be inequitable to frustrate the property owner's investment-backed expectations, or (2) that the individual and cumulative adverse environmental effects would be minimal, high quality wetlands would not be adversely affected, and there would be an overall benefit to the aquatic environment. Once the exemption is established for a subdivision, subsequent lot development by individual property owners may proceed using NWP 26. For purposes of NWP 26, the term "real estate subdivision" shall be interpreted to include circumstances where a landowner or developer divides a tract of land into smaller parcels for the purpose of selling, conveying, transferring, leasing, or developing said parcels. This would include the entire area of a residential, commercial or other real estate subdivision, including all parcels and parts thereof.

Report: For discharges causing the loss of 1/2 acre or less of waters of the United States the permittee must submit a report within 30 days of completion of the work, containing the following information:

- Name, address, and telephone number of the permittee;
- Location of the work;
- Description of the work; and,
- Type and acreage (or square feet) of the loss of waters of the United States

(e.g., the acre of marsh and 50 square feet of a stream.) (Section 404)

27. Wetland and Riparian Restoration and Creation Activities: Activities in waters of the United States associated with the restoration of former non-tidal wetlands and riparian areas, the enhancement of degraded wetlands and riparian areas, and creation of wetlands and riparian areas; (i) On non-Federal public lands and private lands; in accordance with the terms and conditions of a binding wetland restoration or creation agreement between the landowner and the U.S. Fish and Wildlife Service or the Natural Resources Conservation Service (NRCS), or voluntary wetland restoration, enhancement, and creation actions documented by the NRCS pursuant to NRCS regulations; or (ii) on any Federal land; or (iii) on reclaimed surface coal-mined lands; in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining or the applicable state agency. (The future reversion does not apply to wetlands created, restored or enhanced as mitigation for the mining impacts, nor naturally due to hydrologic or topographic features, nor for a mitigation bank); or (iv) on any public or private land, provided the permittee notifies the District Engineer in accordance with the "Notification" general condition.

Such activities include, but are not limited to: installation and maintenance of small water control structures, dikes, and berms; backfilling of existing drainage ditches; removal of existing drainage structures; construction of small nesting islands; plowing or discing for seed bed preparation; and other related activities. This NWP applies to restoration projects that serve the purpose of restoring "natural" wetland hydrology, vegetation, and function to altered and degraded non-tidal wetlands and "natural" functions of riparian areas. This NWP does not authorize the conversion of natural wetlands to another aquatic use, such as creation of waterfowl impoundments where a forested wetland previously existed.

Reversion: For restoration, enhancement and creation projects conducted under paragraphs (ii) and (iv), this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit at that time would be required for any reversion. For restoration, enhancement and creation projects conducted under paragraphs (i) and (iii), this NWP also authorizes any

future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or creation activities) within five years after expiration of a limited term wetland restoration or creation agreement or permit, even if the discharge occurs after this NWP expires. The five year reversion limit does not apply to agreements without time limits reached under paragraph (i). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency, executing the agreement or permit. Prior to any reversion activity, the permittee or the appropriate Federal or state agency must notify the District Engineer and include the documentation of the prior condition. Once an area has reverted back to its prior physical condition, it will be subject to whatever the Corps regulatory requirements will be at that future date. (Sections 10 and 404)

28. Modifications of Existing Marinas: Reconfiguration of existing docking facilities within an authorized marina area. No dredging; additional slips or dock spaces; or expansion of any kind within waters of the United States is authorized by this NWP. (Section 10)

29. Single-Family Housing: Discharges of dredged or fill material into non-tidal waters of the United States, including non-tidal wetlands for the construction or expansion of a single-family home and attendant features (such as a garage, driveway, storage shed, and/or septic field) for an individual permittee provided that the activity meets all of the following criteria:

- The discharge does not cause the loss of more than 1/2 acre of non-tidal waters of the United States, including non-tidal wetlands;
- The permittee notifies the District Engineer in accordance with the "Notification" general condition;
- The permittee has taken a practicable actions to minimize the on-site and off-site impacts of the discharge. For example, the location of the home may need to be adjusted on-site to avoid flooding of adjacent property owners;
- The discharge is part of a single and complete project; furthermore, that for any subdivision created on or after November 22, 1991, the discharges authorized under this NWP may not exceed an aggregate total loss of waters of the United States of 1/2 acre for the entire subdivision;

enforcement action brought by the United States under section 404 of the CWA, and/or section 10 of the Rivers and Harbors Act of 1899.

For both (i) or (ii) above, compliance is a condition of the NWP itself. Any authorization under this NWP is automatically revoked if the permittee does not comply with the terms of this NWP or the terms of the court decision, consent decree, or judicial/non-judicial settlement agreement or fails to complete the work by the specified completion date. This NWP does not apply to any activities occurring after the date of the decision, decree, or agreement that are not for the purpose of mitigation, restoration, or environmental benefit. Prior to reaching any settlement agreement the Corps will ensure compliance with the provisions of 33 CFR part 326 and 33 CFR 330.6 (d)(2) and (e). (Sections 10 and 404)

33. Temporary Construction, Access and Dewatering: Temporary structures, work and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites; provided that the associated primary activity is authorized by the Corps of Engineers or the U.S. Coast Guard, or for other construction activities not subject to the Corps or U.S. Coast Guard regulations.

Appropriate measures must be taken to maintain near normal downstream flows and to minimize flooding. Fill must be of materials, and placed in a manner, that will not be eroded by expected high flows. The use of dredged material may be allowed if it is determined by the District Engineer that it will not cause more than minimal adverse effects on aquatic resources. Temporary fill must be entirely removed to upland areas, or dredged material returned to its original location, following completion of the construction activity, and the affected areas must be restored to the pre-project conditions. Cofferdams cannot be used to dewater wetlands or other aquatic areas so as to change their use.

Structures left in place after cofferdams are removed require a section 10 permit if located in navigable waters of the United States. (See 33 CFR part 322). The permittee must notify the District Engineer in accordance with the "Notification" general condition. The notification must also include a restoration plan of reasonable measures to avoid and minimize adverse effects to aquatic resources. The District Engineer will add special conditions, where necessary, to ensure that adverse environmental effects are minimal. Such conditions may include limiting the temporary work to the minimum necessary; requiring seasonal

restrictions; modifying the restoration plan; and requiring alternative construction methods (e.g., construction mats in wetlands where practicable). (Sections 10 and 404)

34. Cranberry Production Activities: Discharges of dredged or fill material for dikes, berms, pumps, water control structures or leveling of cranberry beds associated with expansion, enhancement, or modification activities at existing cranberry production operations provided that the activity meets all of the following criteria:

a. The cumulative total acreage of disturbance per cranberry production operation, including but not limited to, filling, flooding, ditching, or clearing, does not exceed 10 acres of waters of the United States, including wetlands;

b. The permittee notifies the District Engineer in accordance with the "Notification" general condition. The notification must include a delineation of affected special aquatic sites, including wetlands; and;

c. The activity does not result in a net loss of wetland acreage.

This NWP does not authorize any discharge of dredged or fill material related to other cranberry production activities such as warehouses, processing facilities, or parking areas. For the purposes of this NWP, the cumulative total of 10 acres will be measured over the period that this NWP is valid. (Section 404)

35. Maintenance Dredging of Existing Basins: Excavation and removal of accumulated sediment for maintenance of existing marina basins, access channels to marina basins or boat slips, and boat slips to previously authorized depths or controlling depths for ingress/egress, whichever is less; provided the dredged material is disposed of at an upland site and proper siltation controls are used. (Section 10)

36. Boat Ramps: Activities required for the construction of boat ramps provided:

a. The discharge into waters of the United States does not exceed 50 cubic yards of concrete, rock, crushed stone or gravel into forms, or placement of pre-cast concrete planks or slabs. (Unsuitable material that causes unacceptable chemical pollution or is structurally unstable is not authorized);

b. The boat ramp does not exceed 20 feet in width;

c. The base material is crushed stone, gravel or other suitable material;

d. The excavation is limited to the area necessary for site preparation and all excavated material is removed to the upland; and;

e. No material is placed in special aquatic sites, including wetlands.

Dredging to provide access to the boat ramp may be authorized by another NWP, regional general permit, or individual permit pursuant to section 10 if located in navigable waters of the United States. (Sections 10 and 404)

37. Emergency Watershed Protection and Rehabilitation: Work done by or funded by the Natural Resources Conservation Service qualifying as an "emergency" situation (requiring immediate action) under its Emergency Watershed Protection Program (7 CFR part 624) and work done or funded by the Forest Service under its Burned-Area Emergency Rehabilitation Handbook (FSH 509.13) provided the District Engineer is notified in accordance with the "Notification" general condition. (Also see 33 CFR 330.1(e)). (Sections 10 and 404)

38. Cleanup of Hazardous and Toxic Waste: Specific activities required to effect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority provided the permittee notifies the District Engineer in accordance with the "Notification" general condition. For discharges in special aquatic sites, including wetlands, the notification must also include a delineation of affected special aquatic sites, including wetlands. Court ordered remedial action plans or related settlements are also authorized by this NWP. This NWP does not authorize the establishment of new disposal sites or the expansion of existing sites used for the disposal of hazardous or toxic waste. Activities undertaken entirely on a CERCLA site by authority of CERCLA as approved or required by EPA, are not required to obtain permits under section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act. (Sections 10 and 404)

39. Reserved.

40. Farm Buildings: Discharges of dredged or fill material into jurisdictional wetlands (but not including prairie potholes, playa lakes, or vernal pools) that were in agricultural crop production prior to December 23, 1985, i.e., farmed wetlands, for foundations and building pads for farm buildings. The discharge will be limited to the minimum necessary but will in no case exceed 1 acre (see the "Mitigation" Section 404 only condition). The permittee must notify the District Engineer in accordance with the "Notification" general condition for any farm building within 500 linear feet of any flowing water. (Section 404)

shall provide an indication of where the wetlands are and the amount of wetlands that exists on the property. For parcels greater than 0.5 acre in size, a formal wetland delineation must be prepared in accordance with the current method required by the Corps. (See paragraph 13(f)).

(iv) A written description of all land (including, if available, legal descriptions) owned by the prospective permittee and/or the prospective permittee's spouse, within a one mile radius of the parcel, in any form of ownership (including any land owned as a partner, corporation, joint tenant, co-tenant, or as a tenant-by-the-entirety) and any land on which a purchase and sale agreement or other contract for sale or purchase has been executed;

(7) For NWP 31—Maintenance of Existing Flood Control Projects, the prospective permittee must either notify the District Engineer with a Pre-Construction Notification (PCN) prior to each maintenance activity or submit a five year (or less) maintenance plan. In addition, the PCN must include all of the following:

(i) Sufficient base-line information so as to identify the approved channel depths and configurations and existing facilities. Minor deviations are authorized, provided that the approved flood control protection or drainage is not increased;

(ii) A delineation of any affected special aquatic sites, including wetlands; and,

(iii) Location of the dredged material disposal site.

(8) For NWP 33—Temporary Construction, Access, and Dewatering, the PCN must also include a restoration plan of reasonable measures to avoid and minimize adverse effects to aquatic resources.

(c) *Form of Notification:* The standard individual permit application form (form ENG 4345) may be used as the notification but must clearly indicate that it is a PCN and must include all of the information required in (b) (1)–(7) of General Condition 13. A letter may also be used.

(d) *District Engineer's Decision:* In reviewing the pre-construction notification for the proposed activity, the District Engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. The prospective permittee may, optionally, submit a proposed mitigation plan with the pre-construction notification to expedite the process and the District Engineer will consider any optional

mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed work are minimal. If the District Engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects are minimal, the District Engineer will notify the permittee and include any conditions the DE deems necessary.

Any mitigation proposal must be approved by the District Engineer prior to commencing work. If the prospective permittee elects to submit a mitigation plan, the District Engineer will expeditiously review the proposed mitigation plan, but will not commence a second 30-day (or 45-day for NWP 26) notification procedure. If the net adverse effects of the project (with the mitigation proposal) are determined by the District Engineer to be minimal, the District Engineer will provide a timely written response to the applicant stating that the project can proceed under the terms and conditions of the nationwide permit.

If the District Engineer determines that the adverse effects of the proposed work are more than minimal, then he will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submitting a mitigation proposal that would reduce the adverse effects to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions.

(e) *Agency Coordination:* The District Engineer will consider any comments from Federal and State agencies concerning the proposed activity's compliance with the terms and conditions of the NWP's and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(i) For NWP 14, 21, 25 (between 1 and 3 acres of impact), 29, 33, 37, and 38. The District Engineer will, upon receipt of a notification, provide immediately, e.g., facsimile transmission, overnight mail or other expeditious manner, a copy to the appropriate offices of the Fish and Wildlife Service, State natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO), and, if appropriate, the National Marine Fisheries Service. With the exception of NWP 37, these agencies will then have 5 calendar days from the date the material is transmitted to telephone or fax the District Engineer

notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the District Engineer will wait an additional 10 calendar days (16 calendar days for NWP 26 PCNs) before making a decision on the notification. The District Engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency. The District Engineer will indicate in the administrative record associated with each notification that the resource agencies' concerns were considered. Applicants are encouraged to provide the Corps multiple copies of notifications to expedite agency notification.

(ii) *Optional Agency Coordination.* For NWPs 5, 7, 12, 13, 17, 18, 27, 31, and 34, where a Regional Administrator of EPA, a Regional Director of USFWS, or a Regional Director of NMFS has formally requested general notification from the District Engineer for the activities covered by any of these NWPs, the Corps will provide the requesting agency with notification on the particular NWPs. However, where the agencies have a record of not generally submitting substantive comments on activities covered by any of these NWP, the Corps district may discontinue providing notification to those regional agency offices. The District Engineer will coordinate with the resource agencies to identify which activities involving a PCN that the agencies will provide substantive comments to the Corps. The District Engineer may also request comments from the agencies on a case by case basis when the District Engineer determines that such comments would assist the Corps in reaching a decision whether effects are more than minimal either individually or cumulatively.

(iii) *Optional Agency Coordination.* 401 Denial. For NWP 26 only, where the state has denied its 401 water quality certification for activities with less than 1 acre of wetland impact, the EPA regional administrator may request agency coordination of PCNs between 1/2 and 1 acre. The request may only include acreage limitations within the 1/2 to 1 acre range for which the state has denied water quality certification. In cases where the EPA has requested coordination of projects as described here, the Corps will forward the PCN to EPA only. The PCN will then be forwarded to the Fish and Wildlife Service and the National Marine Fisheries Service by EPA under agreements among those agencies. Any agency receiving the PCN will be bound

REGIONAL CONDITIONS FOR NATIONWIDE PERMITS

New York State Department of State

1. A Coastal Zone Management consistency concurrence is not necessary for specific activities authorized solely under NWP #'s 4, 5, 10, 15, 20, 21, 24, 34 & 37 that will occur anywhere in New York State.

2. For activities to be authorized by NWP #'s 1, 3, 6, 7, 9, 11, 12, 13, 14, 16, 18, 19, 22, 25, 26, 27, 29, 30, 31, 33, 35, 36 & 40, that will occur within New York State's coastal zone, or outside the coastal zone but which will affect land or water uses or natural resources of the coastal zone, the following applies:

(a) IF your activity would be sited within one or more of the following special management areas:

1. Regional Coastal Management Programs
2. Local Waterfront Revitalization Programs
3. Significant Coastal Fish & Wildlife Habitats
4. Outstanding Natural Coastal Areas
5. Harbor Management Plans
6. Areas for Concentrated Development

you will need to submit a completed Federal Consistency Assessment Form (FCAF), consistency certification, and a copy of the Joint Application for Permit to the New York State Department of State (NYSDOS). Within 30 days of their receipt of the FCAF, consistency certification, and necessary project information, NYSDOS will either require a full review of the proposed activity and a consistency concurrence, or will waive the need for a consistency decision.

You can obtain a determination as to whether your project falls within one or more of these special management areas from either the New York District, Corps of Engineers or NYSDOS.

(b) Except as noted below, if your activity would NOT be sited within one of these areas, it will NOT be necessary for you to submit information to NYSDOS.

3. (a) If your project is to be authorized by NWP #'s 8, 17, 32 and/or 38, you WILL need to submit a completed FCAF, consistency certification and a copy of the Joint Application for Permit to NYSDOS when your project site is in the coastal zone.

(b) If your project is to be authorized by NWP #'s 2, 23 and/or 28, you WILL need to submit a completed FCAF, consistency certification and a copy of the Joint Application for Permit if your project site is in the coastal zone and it does not meet the project-specific conditions set forth below:

For NWP #2:

--No structures may be placed in, on, or over the waters of the canals, except for facilities that are used for or essential to water-dependent activities.

--Facilities that are used for or essential to water-dependent activities shall: 1) not be placed in a vegetated wetland or special aquatic site; 2) be limited to one structure per lot; 3) not extend more than 50 feet into the canal or a distance of greater than 25 percent of the width of the canal, whichever is less.

For NWP #23:

--The activity is not listed under Section 23 CFR 771.117 (c), subdivisions (3) and (18) and 771.117 (d), subdivisions (1), (3), (4), (8) and (11) of the U.S. Department of Transportation regulations, and under Chapter 2.b, subdivision 2.G(1), (2) and (3) of the U.S. Coast Guard Commandant Instruction M 16475.1B.

For NWP #28:

--The authorized modifications shall not result in a change of use of existing docking facilities (i.e. the conversion of docks to decks).

NYSDOS will proceed with their review as outlined above; that is, within 30 days of their receipt of a completed FCAF, consistency certification, and a copy of the Joint Application for Permit, they will either require a full review of the proposed activity and a consistency concurrence, or will waive the need for a consistency decision.

Applicants will receive written confirmation of nationwide permit applicability from the New York District, Corps of Engineers upon receipt of the waiver or consistency concurrence, as applicable. If, after completing a full review, NYSDOS objects to an applicant's certification of consistency, the nationwide permit authorization is considered denied without prejudice and the work may be undertaken ONLY if NYSDOS subsequently concurs that it is consistent with the Coastal Zone Management Program.

If review by NYSDOS is not needed, the New York District will provide written confirmation of nationwide permit applicability shortly after receipt of a completed permit application or request, or within the specified 30 or 45-day timeframe for those nationwide permits where a Notification to the Corps is required.

New York State Department of Environmental Conservation

(NOTE: Section 401 water quality certifications are not applicable to NWP #'s 1, 2, 8, 9, 10, 11, 24, 28 and 35.)

1. Project-specific Section 401 certifications are necessary for all projects involving NWP #'s 15, 16, 17, 21, 29 and 34. Applicants proposing activities authorized by these NWP's must first apply for, and obtain, a project-specific certification before undertaking the activity.
2. Project-specific certifications are necessary for all projects involving NWP #'s 3, 12, 13, 14, 18, 22, 23, 25, 26, 32, 33 and 40 if activity-specific (listed in Paragraph 4 below) and/or general conditions (listed in Paragraph 5 below) are not met, and the activity involves a discharge of dredged or fill material into waters of the United States regulated pursuant to Section 404 of the Clean Water Act.
3. Project-specific certifications are necessary for all projects involving NWP #'s 4, 5, 6, 7, 19, 20, 27, 30, 31, 36, 37 and 38 only if general conditions (listed in Paragraph 5 below) are not met, and the activity involves a discharge of dredged or fill material into waters of the United States regulated pursuant to Section 404 of the Clean Water Act.*

*In cases where a given activity does not involve a discharge of dredged or fill material into waters of the United States, the need for a Section 401 water quality certification is obviated, although the activity may require authorization from the New York State Department of Environmental Conservation pursuant to applicable state regulations and statutes. Determinations as to whether given activities involve a regulated discharge can be obtained from the New York District, Corps of Engineers.

4. The following are activity-specific conditions applicable to these NWP's provided the activity involves a regulated discharge of dredged or fill material as defined in the preceding paragraph:

a) For NWP #3:

--This certification does not apply to maintenance activities associated with hydropower projects.

b) For NWP #12:

--This certification does not apply to any utility line or transmission facility that is subject to the jurisdiction of the Federal Energy Regulatory Commission or the New York State Department of Environmental Conservation under Article VII of the Public Service Law.

--Materials resulting from trench excavation which are temporarily sidecast into waters of the United States must be backfilled or removed within thirty (30) days.

--Materials that are sidecast in areas where currents are strong enough to disperse any of the material must be either backfilled or removed from the waterway on the same day.

c) For NWP #13:

--This certification does not apply to any bank stabilization activity of more than two hundred (200) feet in length.

d) For NWP #14:

--This certification does not apply to any single and complete project containing more than one road crossing in waters of the United States.

e) For NWP #18:

--This nationwide permit may not be used in combination with NWP #'s 13, 14 or 26 for any single and complete project.

f) For NWP #22:

--This certification does not apply to activities in the water surrounding Shooter's Island or in areas that are designated Significant Coastal Fish & Wildlife Habitats.

g) For NWP #23:

--This certification is expressly limited to those categorical exclusions listed in the following documents:

i) Regulatory Guidance Letter #87-10, Use of Nationwide Permit No. 23 for New Federal Highway Administration (FHWA) Categorical Exclusions;

ii) Regulatory Guidance Letter # 96-1, Use of Nationwide Permit No. 23 for U.S. Coast Guard Categorical Exclusions.

h) For NWP #25:

--This certification does not apply to any structural discharge occurring in or adjacent to a designated Significant Coastal Fish & Wildlife Habitat area.

--This certification does not apply to any pile-supported structure with a surface area of greater than 8,000 square feet.

--The discharge shall not result in any structural member with a surface area of greater than 64 square feet.

--Spacing between piles or structural members shall be sufficiently far apart so that no accretion of bottom sediments will occur.

i) For NWP #26:

--This certification does not apply to discharges impacting greater than one-third of an acre of waters of the United States or more than 200 linear feet of stream disturbance.

--All permittees shall submit a copy of the notice of activity completion to the New York State Department of Environmental Conservation.

--This permit may not be used in combination with NWP #'s 13, 14 or 18 for any single and complete project.

j) For NWP #32:

--This certification applies only to enforcement actions for which there is complete environmental remediation of the illegal activity, and not to activities for which only a penalty has been assessed.

k) For NWP #33:

--This certification does not apply to hydropower projects.

--Dewatering shall be limited to areas that are cofferdammed or otherwise isolated from the larger waterway, or completely isolated from waters of the United States. Dewatering may not result in a total draining of a waterbody or a reduction in water level such that fish and other aquatic invertebrates are killed or their eggs and nests exposed to desiccation, freezing or predation.

--Cofferdams or diversions shall not be constructed in such a manner that causes erosion in the remaining area of a flowing water system, such as a stream channel.

l) For NWP #40:

--The building must be necessary for the agricultural production of the land.

--This certification does not apply to discharges affecting greater than one-third of an acre of waters of the United States.

5. The following are general conditions applicable to all NWP's (except those where Section 401 certification is not applicable):

a) This certification does not apply to any activity that is likely to jeopardize the continued existence of an endangered species or threatened species listed in 6NYCRR Part 182 or which is likely to destroy or adversely modify the critical habitat of such species. Information on New York State endangered or threatened species may be obtained from the following:

NY State Dept. of Environmental Conservation
Division of Fish & Wildlife
Information Services
700 Troy-Schenectady Road
Latham, New York 12110
Telephone: (518) 783-3932

b) Prior to undertaking any Nationwide Permit activity that will involve or occupy state-owned lands now or formerly under the waters of New York State, the applicant must first obtain all necessary approvals from:

NY State Office of General Services
Division of Land Utilization
Tower Building
Empire State Plaza
Albany, New York 12231
Telephone: (518) 473-1288

c) In the event of a conflict among general and/or activity-specific conditions, the most restrictive condition(s) will be applicable.



DEPARTMENT OF STATE

George E. Pataki
Governor
Alexander F. Treadwell
Secretary of State

Division of
Coastal Resources
41 State Street
Albany, NY 12231-0001

December 21, 1998

George W. Heitzman, P.E.
Division of Remediation
New York State Department of
Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

Re: F-98-574
U.S. Army Corps of Engineers/New York District Permit
Application #98-12620-L2
NYS DEC - Lake Capri & Willetts Creek Sediment
Remediation, Town of Islip, Suffolk County

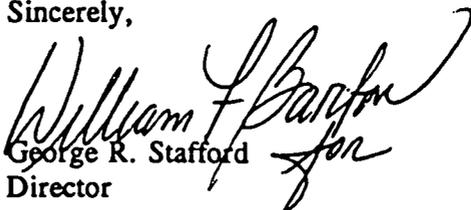
Dear Mr. Heitzman:

The Department of State has completed its evaluation of your Federal Consistency Assessment Form and certification that the above proposed permit activity complies with New York State's approved Coastal Management Program, and will be conducted in a manner consistent with this program.

Pursuant to 15 CFR Section 930.63, and based upon the project information submitted, the Department of State concurs with your consistency certification. This concurrence is without prejudice to, and does not obviate the need to obtain all other applicable licenses, permits, and approvals required under existing State statutes.

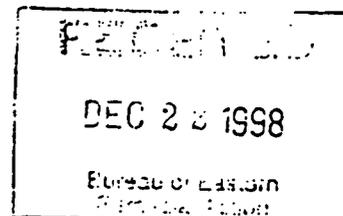
The U.S. Army Corps of Engineers is being notified of this decision by copy of this letter.

Sincerely,


George R. Stafford
Director

GRS:WF:dlb

cc: COE/New York District - Sophie Ettinger
DEC/Region 1 - John Pavacic
DEC/Region 1 - Lou Chiarella





JOAN B. JOHNSON
ISLIP TOWN CLERK
 655 Main Street
 Islip, New York 11751

§ 35-1

NOISE

§ 35-1

Chapter 35

NOISE

- § 35-1. Declaration of policy.
- § 35-2. Definitions.
- § 35-3. Prohibited noises.
- § 35-4. Presumptive evidence.
- § 35-5. Penalties for offenses.
- § 35-6. When effective.

[HISTORY: Adopted by the Town Board of the Town of Islip 3-4-86.¹ Amendments noted where applicable.]

GENERAL REFERENCES

Animals generally — See Ch. 12.

§ 35-1. Declaration of policy.

The Town Board of the Town of Islip hereby declares its intent to prevent unreasonably loud and disturbing noises as they are deemed to be detrimental to the life, health, welfare and good order of the people of the Town of Islip. By this enactment the Town Board intends to promote the health, safety, morale and welfare of the people of the Town of Islip and, in the exercise of its police powers in this regard, the Town Board does hereby enact the following chapter. It is the intention of the Town Board that this chapter be liberally construed so as to effectuate the purposes described in this section.

¹ Editor's Note: This ordinance also repealed former Ch. 35, Noise, adopted 5-4-71, effective 5-24-71, as amended 8-7-73.

§ 35-2. Definitions.

In this chapter, the following words or phrases shall have the meanings indicated:

DOMESTIC ANIMAL — An animal of any type or species which is owned, harbored or maintained by a person.

NOISE DISTURBANCE — That level of sound which, in each context described in § 35-3, either:

- A. Annoys or disturbs a reasonable person of normal auditory sensitivities; or
- B. Is clearly audible outside the residential, real property boundary from which it originates; or
- C. Is loud, disturbing, unusual, unreasonable and unnecessary as well as audible outside the structure or the real property boundary from which it originates.

PERSON — An individual or a corporation.

REAL PROPERTY BOUNDARY — A line along the ground surface, and its vertical extension, which separates the real property owned or controlled by one person from that owned or controlled by another person, including intrabuilding real property divisions.

RESIDENTIAL AREA — An area designated for any residential use under Chapter 68, Zoning, of the Code of the Town of Islip, or any area improved by a dwelling.

VIBRATION — An oscillatory motion of particles described by displacement, velocity or acceleration with respect to a given reference point.

WEEKDAY — Any day Monday through Saturday which is not a state or federal legal holiday.

§ 35-3. Prohibited noises.

Each of the following is declared to constitute a violation of this section:

- A. Amplified sound. The using, operating of or permitting to be used or operated any device for producing, reproducing or amplifying sound, including, but not limited to, a radio, tape player or television, in such a manner as to create a noise disturbance.
- B. Horns and signaling devices. The sounding of any horn, signaling device or alarm (except as a danger warning, pursuant to § 375 of the Vehicle and Traffic Law of the State of New York) which results in a harsh or loud sound or repetitive sounds for any unreasonable or unnecessary period of time, so as to create a noise disturbance.
- C. Shouting and yelling. Shouting, yelling, singing, calling, hooting or whistling so as to create a noise disturbance.
- D. Engines. The operation, including the stationary idling, of any engine, including, but not limited to, an automobile, truck, motorcycle, motorbike, motorboat or minibike engine, so as to create a noise disturbance.
- E. Heavy equipment. The operation of any pile driver, bulldozer, pneumatic hammer, grinder, noise or other construction equipment which creates a noise disturbance, except between 7:00 a.m. and 8:00 p.m. on weekdays and except in cases of urgent necessity in the interest of public safety.
- F. Construction. Any construction, excavation, demolition, alteration or repair which creates a noise disturbance, except between 7:00 a.m. and 8:00 p.m. on weekdays and except in cases of urgent necessity in the interest of public safety.
- G. Domestic equipment. The operation of or permitting to be operated any power saw, drill, sander, router, lawn or garden device, leaf or snowblower, insect control device or domestic equipment so as to create a noise disturbance.
- H. Machinery. The operation of any machinery, equipment, pump, fan, air-conditioning apparatus or other mechanical device in such a manner as to create a noise disturbance.
- I. Loading and unloading. The loading or unloading of any materials, equipment, garbage cans or the handling of bales, boxes, crates, containers or similar objects so as to create a noise disturbance.

- J. Domestic animals. The howling, barking, squawking or other sounds of domestic animals which occurs so frequently or for such an unreasonable duration so as to create a noise disturbance.
- K. Explosives, firearms and similar devices. The use or firing of explosives, firearms or similar devices so as to create a noise disturbance.
- L. Vibration. The operating or permitting the operation of any device that creates vibration which is above the vibration perception threshold of an individual beyond the property where the source is located. For the purposes of this section, "vibration perception threshold" means the minimum ground- or structure-borne vibrational motion necessary to cause a normal person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects.

§ 35-4. Presumptive evidence.

- A. The use of any sound-producing, sound-reproducing or sound-amplifying device, machinery, domestic equipment, heavy equipment or engine so as to cause the sound produced thereby to be audible outside the building or beyond the boundary of the real property where it originates, between the hours of 10:00 p.m. and 7:00 a.m. the following day shall be prima facie evidence of a violation of this chapter.
- B. Barking, squawking, whining, neighing or any other domestic animal sound which is audible at a point beyond the real property boundary from which such sound emanates and which continues for over thirty (30) minutes between the hours of 10:00 p.m. and 7:00 a.m. shall be prima facie evidence of a violation of this chapter.

§ 35-5. Penalties for offenses.

- A. Any person who violates any portion of this chapter or harbors or owns any animal which creates a violation of this

chapter shall be guilty of a violation and, upon conviction, shall be punished by a fine not exceeding five hundred dollars (\$500.) or by imprisonment for a period not in excess of fifteen (15) days, or by both such fine and imprisonment.

- B. The owner of any property and any person in control thereof when anything in violation of this chapter shall occur shall be guilty of a separate violation and, upon conviction thereof, shall be fined or imprisoned as herein provided.

§ 35-6. When effective.

This chapter shall take effect upon its adoption and its publication as prescribed by § 133 of the Town Law.

SECTION 01150
SITE SERVICES

PART 1 GENERAL

1.01 SUBMITTALS

- A. Prepare Site Operations Plan.
 - 1. Describe CONTRACTOR'S procedure for adhering to site maintenance requirements as outlined in this section.

1.02 PROJECT/SITE CONDITIONS

- A. Contact Dig-Safe/UFPO prior to any excavation.
- B. Make all reasonable efforts to obtain information as to underground/overhead utilities.
- C. Protect and maintain on- and off-site roads against damage from equipment, vehicular traffic, contamination or spills and erosion. Repair damage and/or cleanup at no added cost to the DEPARTMENT.
- D. Protect existing utilities. CONTRACTOR shall locate and mark existing utilities such as overhead electrical lines. Repair damage to satisfaction of utility company at no added cost to the DEPARTMENT.
- E. Conduct operations and maintain Project site so as to minimize creation and dispersion of dust.

1.03 QUALITY ASSURANCE

- A. At the conclusion of each week's work, CONTRACTOR shall accompany ENGINEER in a site walk-through to identify and record items requiring repair or maintenance and to identify any new situations which must be addressed under this Section. At the beginning of each week, following the site walk-through, the CONTRACTOR shall inform the ENGINEER of his action plan and time frame related to the repair and maintenance of areas previously identified as requiring repair and maintenance.
- B. CONTRACTOR shall collect and analyze air, water, and soil samples as directed by the ENGINEER and as required for the work contained in this contract.

1.04 SITE SECURITY

- A. CONTRACTOR shall use sufficient security measures to prevent theft, vandalism or tampering with project equipment or vehicles throughout the length of the project. A full time watchman shall be used during work. Location of the full time guard will be at the High School Treatment Area and include surveillance at the Higbie Lane Staging Area (HLSA) and Willetts Creek Removal Area, and Lake Capri.

1.05 ACCESS ROAD AND TRAFFIC AREAS

- A. CONTRACTOR shall provide all labor, materials, equipment, and incidentals necessary to maintain suitable road beds and traffic areas.
- B. Maintain access and on-site roads to provide positive drainage, dust and mud control, and vehicle access. Damage such as washouts and excessive rutting shall be promptly repaired. All cost is to be included in this item.

- C. Wet sweep Barberrry Road and any other public roads onto which mud is tracked on a daily basis or as directed by the ENGINEER.
- D. Maintain any entrances to the school district properties in a manner acceptable to the West Islip School District and the Town.
- E. Maintain traffic control and signage as shown on the plans or as may be directed by the ENGINEER to accommodate additional of varying CONTRACTOR activity.

1.08 STAGING AREAS

- A. Waste materials shall be covered at all times with a minimum 20-mil sealed, watertight liner to prevent contaminated runoff and odors.
- B. All staging areas shall be maintained to prevent the spread of any contamination to the surrounding soils, surfaces, and/or groundwater.
- C. CONTRACTOR shall maintain traffic as required by ENGINEER, owner and tenants of the property.

1.09 FENCING

- A. Fencing shall be maintained in good condition throughout the length of the project.

1.10 FIELD OFFICES

- A. Maintenance
 - 1. Continuous maintenance of office, signs and services. Cleaned not less than once per week.
 - 2. Provide soap, paper towels, cleansers, janitorial service and implements.
 - 3. Repair immediately any damage, leaks or defective service.
- B. The CONTRACTOR shall be responsible for the first \$500 per month of long distance calls made from the DEPARTMENT's and ENGINEER's Field Office.
- C. CONTRACTOR shall be responsible for maintaining condition of DEPARTMENT/ENGINEER's Field Office sign.

1.11 SITE CONTROL

- A. Site shall be controlled in accordance with Section 1.11 of Specification 01100 throughout the length of the project.

1.12 WEIGH STATION. See Section 01100.

1.13 SIGNS. See Section 01100.

1.14 SURFACE WATER AND EROSION CONTROLS

- A. Surface water and erosion shall be controlled in accordance with Section 1.15 of Specification 01100 throughout the length of the project.

1.15 UTILITIES

A. Maintain utilities (water, electric, and sewer) as needed for the DEPARTMENT's/ENGINEER's Trailers and removed material process area.

B. Maintain temporary sanitary facilities throughout the work.

1.16 SOIL STOCKPILE PADS

A. Maintain soil stockpile pads throughout the length of the project or until removal is approved by ENGINEER.

PART 2 PRODUCTS

(Not used)

PART 3 EXECUTION

(Not used)

*** END OF SECTION ***

SECTION 01210
PROJECT MEETINGS

PART 1 GENERAL

1.01 SUMMARY

- A. To help clarify construction contract administration procedures, the DEPARTMENT will schedule and conduct a preconstruction meeting prior to the start of work, as described in this section.
- B. Progress Meetings will be held every week or as requested by the ENGINEER. These meetings as well as construction foreman's meetings, and specially called meetings will be administered by the ENGINEER throughout progress of Work. The ENGINEER shall:
 - 1. Prepare agenda for meetings.
 - 2. Distribute written notice of specially called meetings a minimum of 1 working day(s) in advance of meeting date.
 - 3. Make physical arrangements for meetings.
 - 4. Preside at meetings.
 - 5. Record minutes; include significant proceedings and decisions.
 - 6. Prepare formal minutes and distribute within 3 working days after each meeting:
 - a. To meeting participants.
 - b. To parties affected by decisions made at meeting.
 - c. Furnish both the DEPARTMENT and the CONTRACTOR with 3 copies of minutes.

1.02 PRECONSTRUCTION MEETING

- A. The Preconstruction Meeting will be scheduled and held within ten (10) calendar days after the DEPARTMENT has issued the Letter of Award, but prior to the actual start of work
- B. Location: To Be Determined
- C. Attendance:
 - 1. Provide attendance by authorized representatives of the CONTRACTOR and the major Subcontractors.
 - 2. The ENGINEER will advise other interested parties, including the DEPARTMENT, and request their attendance.
- D. Preconstruction meeting minimum agenda. Data will be distributed and discussed on:
 - 1. Organizational arrangement of CONTRACTOR's forces and personnel, and those of subcontractors, materials suppliers, and the DEPARTMENT and ENGINEER.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract documents, including distribution of required copies of the specifications, drawings and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the ENGINEER for review.
 - 6. Processing of field decisions and Change Orders.
 - 7. Rules and regulations governing performance of the Work.
 - 8. Procedures for safety and first aid , security, quality control, housekeeping, and related matters.
 - 9. All pre-construction documentation required under the Contract shall be submitted to the DEPARTMENT prior to this meeting.

1.03 WEEKLY PROGRESS MEETINGS

- A. Progress meetings will be held every week or as requested by the ENGINEER.
- B. Location: ENGINEER 'S/DEPARTMENT' Ss field office.
- C. Progress meeting attendance:
 - 1. CONTRACTOR'S Superintendent
 - 2. ENGINEER
 - 3. DEPARTMENT
- D. Minimum agenda for progress meetings:
 - 1. Progress since previous meeting.
 - 2. Schedule for the upcoming two weeks.
 - 3. Outstanding changes on issues of technical or contract matters.
 - 4. Health and Safety status.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

*** END OF SECTION ***

SECTION 01300
WORK PLAN

PART 1 GENERAL

1.01 SUMMARY

- A. A Work Plan (elsewhere referred to as Site Operations Plan or Plan of Operation) shall be prepared and submitted 14 days after notification that the Bidder is the apparent low Bidder. The Work Plan shall contain the elements specified in this section. The Work Plan shall describe CONTRACTOR'S procedures for adhering to requirements outlined in each of the specifications. Approval of the Work Plan shall be a prerequisite to Award of Contract. Submittals specified in other sections, but not specified in this Section 01300, are required as specified.
- B. The work plan shall conform to the following requirements with regard to format, sequence and content of information. These requirements are not to be construed as limiting the scope of this submittal. The work plan should demonstrate a thorough understanding of the requirements of the project, along with logical plans for the accomplishment of the work. Elaborate format is neither necessary or desired. Legibility, clarity and completeness are essential.
1. Preparation
 - a. Seven original copies of the work plan must be submitted to the DEPARTMENT for review.
 - b. The text shall be typed, double spaced, un-reduced in size on 8-1/2" x 11" paper.
 - c. To the greatest extent possible, the proposal shall provide complete coverage of the topic.
 - d. Work items, tasks, specific characteristics, and other similar matters, referred to in the specifications, shall be discussed in the appropriate part or parts of the CONTRACTOR's submittal.
 2. Sufficiency
 - a. CONTRACTOR shall clearly demonstrate his/her ability to meet all the requirements contained in the contract. Stating that you understand and will comply with the requirements or paraphrasing the requirements, is considered inadequate. Stock phrases such as "Standard procedures will be employed" and "Well-known techniques will be used" are insufficient. The technical narrative must be explicit relative to how the CONTRACTOR will perform the work, including a full explanation of the techniques and procedures that the CONTRACTOR proposes to follow.

1.02 WORK PLAN ELEMENTS

- A. Project Schedule
1. Prepare a project schedule using the critical path method. Project schedule must detail sequencing and duration of all remedial elements including delivery of materials, construction and startup of treatment systems, dredging work area sequencing, project milestones, site and wetland restoration, etc.
 2. A summary of milestones will be prepared from the detailed project schedule in a format that is appropriate for distribution to the public. This schedule will be linked to the project schedule and updated with it.
- B. Mobilization/Demobilization and Site Preparation
1. Prepare drawing showing proposed location of solids and water processing facilities, staging and stockpile areas, building and equipment arrangements as well as location of traffic areas, access roads

and parking, drainage systems, utility connections, decontamination station, weigh station, fencing and CONTRACTOR's and ENGINEER/DEPARTMENT's field office.

2. Summarize electrical, water and sewer service requirements and method for obtaining access to these utilities.
3. The DEPARTMENT is responsible for obtaining Wetlands, NYSDOT Route 27A Access, and NYSDEC Fish Eradication permits and easements.
4. Provide methods for clearing and grubbing the Willetts Creek excavation work area, shoreline of Lake Capri where access may be impaired for near shore operations, the Higbie Lane staging area, and any other areas to be used for operations.

C. Site Control

1. Prepare plans specific to conditions at the site and per specifications in Section 01100, Mobilization/Demobilization and Site Preparation.
2. Prepare site security plan.
 - a. Describe how project equipment shall be secured and the community protected during remedial operations.
3. Prepare noise abatement, odor and dust control plan.
 - a. Detail methods to be used to adhere to specifications in Section 01100, 1.11, Mobilization/Demobilization and Site Preparation.
4. Prepare traffic control plan
 - a. Submit plan for managing operations traffic, crossing of public roadway right-of-ways, and truck transportation routes.
5. Prepare pollution control plan
6. Prepare spill prevention and contingency plan
 - a. Spill Prevention and Contingency Plan shall detail emergency response equipment and capabilities available to prevent, eliminate and ameliorate the adverse effects of any spill on the environment. The Spill Prevention and Contingency Plan shall satisfy the CONTRACTOR's duty to act in accordance with NYSDEC spill regulations.
7. Prepare surface water and erosion control plan
 - a. Surface Water and Erosion Control Plan shall be prepared in accordance with New York Guidelines for Urban Erosion and Sediment Control, Third Printing, October 1991.

D. Fish Eradication Plan

1. Prepare and submit specifications and methods/precautions for fish eradication from Lake Capri in accordance with Section 13300. Identify the subcontractor and license number and the product to be used. Prepare a plan describing the application method, target concentrations, expected detoxification time frame, water level manipulation method and monitoring procedures.
2. Describe pre-notification and posting procedures.
3. Describe the fish collection and disposal procedures.

E. Sampling and Analysis Plan

1. Describe methods for sampling and analysis of all samples required under this contract.

2. Supply qualifications of sampling technicians, laboratories, and quality control officers per specification 01425, Testing.

F. Dredging Operations Plan

1. Prepare and submit a plan indicating dredge and equipment specifications, dredge sequencing, work zone alignment including location and type of temporary turbidity barriers to be employed, dredge and monitoring boat access, location of hydraulic dredge lines, monitoring locations and frequency and any other information that shall clarify approach to removing the sediments in the required time frame from Lake Capri and the adjacent lagoon in accordance with Section 02200. Submit a detailed plan for performing pre- and post-dredge surveys and survey data management in accordance with Section 02200.

G. Willetts Creek Excavation Plan

1. Prepare and submit drawing of creek excavation plan in accordance with Plans and Section 02250 showing proposed type and location of water diversion structures, access roads, excavation sequencing plan, material handling/transfer location layout, drainage and pumping systems and an erosion control plan in accordance with Specification 02250. The excavation plan shall complement the water management plan and include CONTRACTOR's plan for dividing any creekbed, excavation areas into subareas (work zones) to sequence the work, sizing and accessing each work zone, and sequencing excavation in each work zone. Include a description of CONTRACTOR's proposed excavation equipment, backfilling, compaction methods, transport equipment, and traffic routing plan. Submit a plan for post excavation testing.

H. Solids and Water Processing System Design

1. Submit information in accordance with Plans and Section 13100 on all pieces of equipment, including interconnecting transfer equipment, to be employed in the process train, including:
 - a. weights, dimensions, and materials of construction.
 - b. processing capacities, performance ratings, and guarantees,
 - c. equipment arrangement, scaled diagrams and elevations as applicable which illustrate component location, connections, and utilities.
 - d. Site plan showing the location of equipment arrangements described above and the connection of those arrangements.
 - e. other information as may be requested by the ENGINEER to verify conformance with the Plans and suitability of the item for the project.
2. Submit the identity and qualifications of designated Operators of the treatment systems.
3. Submit information and specifications for Sprung Building, or equal enclosure structure for filter press area including:
 - a. dimensions and materials of construction;
 - b. shop drawings including assembly specifications and anchoring method to be employed.
 - c. site plan showing enclosure over equipment layout, door openings, ventilation system;
 - d. other information as may be requested by ENGINEER to verify conformance with the Plans and suitability of this item for the project.

I. Treatment System Operation Plan

1. Submit operation plan in accordance with Plans and Section 13100 for the solids and water processing system. Plan shall include maintenance schedule, operation and performance monitoring, staffing, corrective action contingency plans and any other methods for maintaining required production rates.

J. Turbidity Barriers

1. In accordance with Plans and Section 02400, provide drawings indicating sections, sizes, spacing, and locations where these devices will be employed.
2. Provide drawings showing the turbidity barrier at the outfall of Lake Capri and work zone perimeter barriers including calculations supporting the design.
3. Provide a plan for minimizing surface sediment bed disturbance.

K. Soil Stock Piles/Roll-offs

1. Provide detailed operation plan in accordance with Plans and Section 02300 for management of segregated coarse materials, filter press cake and excavated creek bed sediments within soil stockpiles and/or roll offs. Provide methods for management and disposal of material removed from the lake, lagoon and creek to minimize exposure of materials to the public, and minimize volume of material stored on site.
2. Submit a sampling and analysis plan for each segregated stockpile materials including the frequency of sampling, identification of ELAP-certified laboratory, and method of analysis.

L. Transportation and Disposal

1. Provide a transportation plan in accordance with Plans and Section 13200 detailing the following:
 - a. Type and number of Trucks and Shipping Containers
 - b. Decontamination and load securing procedures
 - c. Manifest and placard procedures.
 - d. Travel routes and times.
 - e. A proposed list of transportation subcontractors and copies of their Part 364 Permits.
 - f. Copies of other required or applicable permits.
2. Submit a notarized letter with the following information regarding each proposed disposal facility:
 - a. Name and Owner,
 - b. Type of facility/permit,
 - c. Contact person name and phone number,
 - d. Location,
 - e. Hours of Operation, and
 - f. Record of Environmental and H&S compliance and violations for the past two years.

*** END OF SECTION ***

SECTION 01330
SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

A. Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements, all as described in this Section.

B. RELATED DOCUMENTS

1. The General Conditions, Special Conditions, if any, and all other terms and provisions of the Contract are included as a part of this Section.

C. SUBMITTALS

1. Make submittals of Shop Drawings, Samples, substitution requests, and other items in accordance with the provisions of this Section. All submittals will be in three copies. Submittals will be numbered sequentially from the start of the project.

D. QUALITY ASSURANCE

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
2. Verify each item and the submittal for it to conform in all respects with the specified requirements.
3. By affixing the CONTRACTOR's signature to each submittal, certify that this coordination has been performed.

E. Use Micro-Soft Project to prepare schedules.

1. Submit diskette and 7 paper copies of updated schedule monthly.

F. Schedule Revisions:

1. Monthly to reflect changes in progress of Work.
2. Indicate progress of each activity at date of submittal.
3. Show changes occurring since previous submittal of schedule.
a. Major changes in scope.
b. Activities modified since previous submittal.
c. Revised projections of progress and completion.
d. Other identifiable changes.

1.04 SHOP DRAWINGS AND PRODUCT DATA

A. Submittal Schedule:

1. Provide submittal schedule for items of materials and equipment for which submittals are required by Specifications in accordance with Article 2 of General Conditions indicating time requirements for coordination of submittals with performance of Work. Adjust submission schedule to reflect revisions to Construction Progress Schedule and submit to ENGINEER.
2. Prepare and transmit each submittal sufficiently in advance of scheduled performance of Work and other applicable activities.

B. CONTRACTOR'S Responsibilities:

1. Review Shop Drawings and product data prior to submittal.
2. Determine and verify following.
 - a. Field measurements.
 - b. Field construction criteria.
 - c. Catalog numbers and similar data.
 - d. Conformance with Specifications.
3. Coordinate each submittal with requirements of Work and Contract Documents.
4. Notify ENGINEER in writing, at time of submittal, of deviations in submittals from requirements of Contract Documents.
5. Begin no fabrication or Work requiring submittals until return of submittals with ENGINEER approval.
6. Designate in Construction Progress Schedule, dates for submittal and receipt of reviewed shop drawings and samples.
7. Submittals received but not requested in Specifications shall be returned without review.

C. Submittals shall contain:

1. Date of submittal and dates of previous submittals.
2. Project title and number.
3. Contract identification.
4. Names of:
 - a. CONTRACTOR.
 - b. Supplier.
 - c. Manufacturer.
5. Identification of product, with identification numbers, and Drawing and Specification section numbers.
6. Field dimensions, clearly identified.
7. Identify details required on Drawings and in Specifications.
8. Show manufacturer and model number, give dimensions, and provide clearances.
9. Relation to adjacent or critical features of Work or materials.
10. Applicable standards, such as ASTM or Federal Specification numbers. Identification of deviations from Contract Documents.
11. Identification of revisions on resubmittals.
12. 8 in. by 3 in. blank space for CONTRACTOR and ENGINEER stamps.
13. CONTRACTOR'S stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of Work and Contract Documents.

D. Resubmittal Requirements:

1. Comply with submittal requirements.
2. Make corrections or changes in submittals required by ENGINEER. Resubmittals required until approved.
3. Identify on transmittal form submittal is resubmission.
4. Shop Drawings and Product Data:
 - a. Revise initial drawings or data and resubmit as specified for initial submittal.
 - b. Indicate changes made other than those requested by ENGINEER.

E. Distribute reproductions of Shop Drawings and copies of product data which carry ENGINEER'S stamp approval to following.

1. Jobsite file.
2. Record documents file.
3. Other affected Contractors.
4. Subcontractors.
5. Supplier or fabricator.

F. ENGINEER'S Duties:

1. Review submittals in accordance with schedule.
2. Affix stamp and signature, and indicate requirements for resubmittal or approval of submittal.
3. Return submittals to CONTRACTOR for distribution or for resubmittal.

1.05 TEST RESULTS AND CERTIFICATIONS

- A. Submit test results and certifications required in Specification sections.
- B. Submit test results upon completion of test or submittal of results from testing laboratory.
- C. Test results and certifications are submitted for review of conformance with specified requirements and information.

1.06 ACTION ON SUBMITTALS

A. ENGINEER'S Action:

1. General:
 - a. Except for submittals for record and similar purposes, where action and return on submittals required or requested, ENGINEER will review each submittal, mark with appropriate action, and return. Where submittal must be held for coordination, ENGINEER will so advise CONTRACTOR without delay.
 - b. ENGINEER will stamp each submittal with action stamp, appropriately marked with submittal action.
2. Notification of Insufficient Information:
 - a. If information submitted is not sufficient to complete review of submittal, ENGINEER will send transmittal to CONTRACTOR notifying CONTRACTOR that additional information is required.
 - b. Submittal will not be returned. Submittal will be placed in an "on hold" status until CONTRACTOR provides additional information.

PART 2 PRODUCTS

2.01 SCALE AND MEASUREMENTS

- A. Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
- B. Types of Prints Required:

1. Submit Shop Drawings in the form of three blueline or blackline prints of each sheet.
2. Review comments of the ENGINEER will be shown on the prints when it is returned to the CONTRACTOR. The CONTRACTOR may make and distribute such copies as are required for his purposes.

C. MANUFACTURER'S LITERATURE

1. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly mark those portions of the contents being submitted for review.
2. Submit the number of copies which are required to be returned to the CONTRACTOR, a receipt copy plus three copies which will be retained by the ENGINEER.

PART 3 EXECUTION

3.01 SUBMITTAL REQUIREMENTS

A. IDENTIFICATION OF SUBMITTALS

1. Consecutively number all submittals.
 - a. When material is resubmitted for any reason, submittal numbers should be: site number/specification section number/sequential submittal number.
 - b. On resubmittals, cite the original submittal number for reference.
2. Accompany each submittal with a letter of transmittal showing all information required for identification and checking. The letter of transmittal should state if the submittal requires an "Or Equal Approval".
3. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
4. Submittal log:
 - a. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times.
 - b. Make the submittal log available to the ENGINEER for the ENGINEER's review upon request.

B. GROUPING OF SUBMITTALS

1. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - a. Partial submittals may be rejected as not complying with the provisions of the Contract.
 - b. The CONTRACTOR may be held liable for delays so occasioned.

C. TIMING OF SUBMITTALS

1. In scheduling, allow at least ten (10) working days for review by the ENGINEER following the ENGINEER's receipt of the submittal.
2. Secure approval a minimum of five (5) working days in advance of scheduled dates for installation.

D. REQUIRED SUBMITTALS

1. Submittals required by the Contract Documents include those submissions required under each Section of these Specifications.

E. OR EQUAL SUBMITTALS

1. CONTRACTOR shall be required to prove and provide documentation for any or Equal submittal. Required documentation shall include at a minimum manufactures documentation for both the Equal and Specified piece of equipment, along with a letter from the CONTRACTOR comparing the equipment.
2. Incomplete or Equal Submittal shall be returned without complete review by ENGINEER.

*** END OF SECTION ***

SECTION 01370
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SUMMARY

- A. Provide a detailed breakdown of the Bid Price showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
- B. Provide the Schedule of Values within 14 days from the date of the Notice of Intent to Award letter unless DEPARTMENT requests it to be submitted earlier.

1.02 SUBMITTALS

- A. The Schedule of Values shall include, at a minimum, an itemized listing of:
 - 1. Work breakdown per Bid Item.
 - 2. Estimated labor and material costs and quantities.
 - 3. Regular and Standby charges for labor and major pieces of equipment.

1.03 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the ENGINEER, provide copies of the subcontracts, agreements, receipts, purchase orders or other data acceptable to the ENGINEER, substantiating the sums described.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

*** END OF SECTION ***

SECTION 01392
HEALTH AND SAFETY

PART 1 GENERAL

A. DESCRIPTION

1. The CONTRACTOR is responsible and liable for the health and safety of all on-site personnel and off-site community impacted by the remediation.
2. This section describes the minimum health and safety requirements for this project including the requirements for the development of a written Health and Safety Plan (HASP). All on-site workers must comply with the requirements of the HASP. The CONTRACTOR's HASP MUST comply with all applicable federal and state regulations protecting human health and the environment from the hazards posed by activities during this site remediation. The HASP is a required deliverable for this project. The HASP will be reviewed by the ENGINEER. The CONTRACTOR will resubmit the HASP, addressing all review comments from the ENGINEER. The CONTRACTOR shall not initiate on-site work in contaminated areas until an approved HASP addressing all comments has been issued.
3. Consistent disregard for the provision of these health and safety specifications and refusal by the CONTRACTOR to adhere to these specifications after this is brought to the attention of the CONTRACTOR by the ENGINEER or the DEPARTMENT shall be deemed just and sufficient cause for immediate stoppage of work by the ENGINEER or the DEPARTMENT, and/or termination of the Contract or any Subcontract by the DEPARTMENT without compromise or prejudice to the rights of the DEPARTMENT or the ENGINEER.
4. Any discrepancies between this HASP and the specifications shall be resolved in favor of the more stringent requirements as determined by the ENGINEER.

B. BASIS

1. The Occupational Safety and Health Administration (OSHA) Standards and Regulations contained in Title 29, code of Federal Regulations, Parts 1910 and 1926 (29 CFR 1910 and 1926) PL91-506-OSHA 1970 and subsequent additions and/or modifications, ANSI Standard Z88.2-1980, OSHA, NIOSH, ACGIH Exposure Guidelines, the New York State Labor Law Section 876 (Right-to-Know Law), EPA Standard Operating Safety Guide (July 1988), Office of Emergency and Remedial Response and the Occupational Safety and Health Guidance Manual for Hazardous Waste site Activities (NIOSH, OSHA, USCG, and EPA) provide the basis for the safety and health program. Additional specifications within this section are in addition to OSHA regulations and reflect the positions of both the EPA and the National Institute for Occupation Safety and Health (NIOSH) regarding procedures required to ensure safe operations at hazardous waste disposal sites.
2. The safety and health of the public and project personnel and the protection of the environment will take precedence over cost and schedule considerations for all project work. Any additional costs will be considered only after the cause for suspension of operations is addressed and work is resumed. The ENGINEER and the CONTRACTOR's Superintendent will be kept apprised, by the Safety Officer, of conditions which may adversely affect the safety and health of project personnel and the community. The ENGINEER or the DEPARTMENT may stop work for health and safety reasons. If work is suspended for health and/or safety reasons, it shall not resume until approval is obtained from the ENGINEER or the DEPARTMENT. The cost of work stoppage due to health and safety is the responsibility of the CONTRACTOR under this Contract.

C. HEALTH AND SAFETY DEFINITIONS

1. The following definitions shall apply to the work of this Contract:
 - a. **Project Personnel:** Project personnel include the ENGINEER, the ENGINEER's On-site Representatives, CONTRACTOR, SUBCONTRACTORS, and Federal and State Representatives, working or having official business at the Project Site.
 - b. **Authorized Visitor:** Authorized visitors who work for the State of New York shall receive approval to enter the site from the DEPARTMENT. The Safety officer has primary responsibility on determining who is qualified and may enter the site.
 - c. **Health and Safety Coordinator (HSC):** The HSC shall be a Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) retained by the CONTRACTOR. The HSC will be responsible for the development and implementation of the HASP.
 - d. **Safety Officer (SO):** The SO will be the CONTRACTOR's on-site person who will be responsible for the day-to-day implementation and enforcement of the HASP.
 - e. **Health and Safety Technicians (HST):** The HST(S) will be the CONTRACTOR's on-site personnel who will assist the SO in the implementations of the HASP, in particular, with air monitoring in active work areas and maintenance of safety equipment.
 - f. **Medical Consultant (MC):** The MC is a physician retained by the CONTRACTOR who will be responsible for conducting physical exams as specified under the Medical Monitoring Programs in this section.
 - g. **Project Site:** The area designated on the site sketch, which includes the CONTRACTOR Work Area.
 - h. **CONTRACTOR Work Area:** An area of the project site including the Support Zone, access road, staging area, and Exclusion Zone.
 - i. **CONTRACTOR Support Zone:** An area of the CONTRACTOR Work Area outside the Exclusion Zone, accessible for deliveries and visitors. No persons, vehicles, or equipment may enter these areas from the Exclusion Zone without having gone through specified decontamination procedures in the adjacent Contamination Reduction Zone.
 - j. **Staging Areas:** Areas within the Exclusion Zone for the temporary staging of contaminated soil and debris.
 - k. **Exclusion Zone:** The innermost area within the CONTRACTOR Work Area that encloses the area of contamination. Protective clothing and breathing apparatus as specified in the health and safety requirements and in the CONTRACTOR's approved HASP must be worn.
 - l. **Contamination Reduction Zone:** An area at the Exit Point of the Exclusion Zone through which all personnel, vehicles, and equipment must enter and exit. All decontamination of vehicles and equipment and removal of personal protective clothing and breathing apparatus must take place at the boundary between the Exclusion Zone and the Contamination Reduction Zone.
 - m. **ENGINEER's on-site representative:** The ENGINEER's representative assigned responsibility and authority by the ENGINEER for day-to-day field surveillance duties.
 - n. **Work:** Work includes all labor, materials, and other items that are shown, described, or implied in the Contract and includes all extra and additional work and material that may be ordered by the ENGINEER.
 - o. **Monitoring:** The use of direct reading field instrumentation to provide information regarding the levels of gases and/or vapor, which are present during remedial action. Monitoring shall be conducted to evaluate employee exposures to toxic materials and hazardous conditions.

D. RESPONSIBILITIES

1. The ENGINEER will be responsible for the following:

- a. Reviewing the HASP for the acceptability for its personnel and the impact on the site and human health.
 - b. Reviewing modifications to the HASP.
2. The CONTRACTOR will be responsible for the following:
- a. The CONTRACTOR will perform all work required by the Contract Documents in a safe and environmentally acceptable manner. The CONTRACTOR will provide for the safety of all project personnel and the community for the duration of the Contract.
 - b. The CONTRACTOR shall:
 - (1.) Employ an SO who shall be assigned full-time responsibility for all tasks herein described under this HASP. In the event the SO cannot meet his responsibilities, the CONTRACTOR shall be responsible for obtaining the services of an "alternative SO" meeting the minimum requirements and qualifications contained herein. No work will proceed on this project in the absence of an approved SO.
 - (2.) Ensure that all project personnel have obtained the required physical examination prior to and at the termination of work covered by the contract.
 - (3.) Be responsible for the pre-job indoctrination of all project personnel with regard to the HASP and other safety requirements to be observed during work, including but not limited to
 - (a) potential hazards,
 - (b) personal hygiene principles,
 - (c) personal protection equipment,
 - (d) respiratory protection equipment usage and fit testing, and
 - (e) emergency procedures dealing with fire and medical situations.
 - (4.) Be responsible for the implementation of this HASP, and the Emergency Contingency and Response Plan.
 - (5.) Provide and ensure that all project personnel are properly clothed and equipped and that all equipment is kept clean and properly maintained in accordance with the manufacturer's recommendations or replaced as necessary.
 - (6.) Supply DEC personnel with PPE.
 - (7.) Alert appropriate emergency service before starting any hazardous work and provide a copy of the Emergency Contingency Plan to the respective emergency Services.
 - (8.) Have sole and complete responsibility of safety conditions for the project, including safety of all persons (including employees).
 - (9.) Be responsible for protecting the project personnel and the general public from hazards due to the exposure, handling, and transport of contaminated materials as well as to exposure to excavations and all project equipment. Barricades, lanterns, roped-off areas, and proper signs shall be furnished in sufficient amounts and locations to safeguard the project personnel and public at all times.
 - (10.) Ensure all OSHA health and safety requirements are met.
 - (11.) Maintain a chronological log of all persons entering the project site. It will include organization, date, and time of entry and exit. Each person must sign in and out.
 - (12.) Provide and ensure that all project personnel have been instructed in and given the proper equipment to safely work both in and over water in activities related to dredging operations.

E. HEALTH AND SAFETY PLAN

1. The HASP is a deliverable product of this project. The ENGINEER will review and comment on the CONTRACTOR's HASP. Agreed upon responses to all comments will be incorporated into the final copy of the HASP. If, after ENGINEER's review and comment, CONTRACTOR fails to submit a substantially complete HASP, ENGINEER may direct the CONTRACTOR to retain, at the CONTRACTOR's expense, a SUBCONTRACTOR experienced in the preparation of such documents. The HASP shall govern all work performed for this contract. The HASP shall address, at a minimum, the following items in accordance with 29 CFR 1910.120(i)(2):
 - a. Health and Safety Organization.
 - b. Site Description and Hazard Assessment.
 - c. Training.
 - d. Medical Surveillance.
 - e. Work Areas.
 - f. Standard Operating Safety Procedures and Engineering Controls.
 - g. Personal Protective Equipment (PPE).
 - h. Personnel Hygiene and Decontamination.
 - i. Equipment Decontamination.
 - j. Air Monitoring.
 - k. Emergency Equipment/First Aid Requirements.
 - l. Emergency Response and Contingency Plan.
 - m. Confined-Space Entry Procedures.
 - n. Spill Containment Plan.
 - o. Heat & Cold Stress.
 - p. Record Keeping.
 - q. Community Protection Plan.
 - r. Safety practices for work both in and over water.

The following sections will describe the requirements of each of the above-listed elements of the HASP. The HASP shall be submitted with the site Workplan.

F. HEALTH AND SAFETY ORGANIZATION

1. The CONTRACTOR shall list in the HASP a safety organization with Specific names and responsibilities. At a minimum, the CONTRACTOR shall provide the services of a Health and Safety Coordinator, SO, Health and Safety Technician, and a Medical Consultant.
 - a. Health and Safety Coordinator: The CONTRACTOR must retain the services of a Health and Safety Coordinator (HSC). The HSC must be an American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH) or a certified Safety Professional (CSP). The HSC must have a minimum of two years experience in hazardous waste site remediations or related industries and have a working knowledge of federal and State occupational health and safety regulations. The HSC must be familiar with air monitoring techniques and the development of health and safety programs for personnel working in potentially toxic atmospheres.
 - (1.) In addition to meeting the above requirements the HSC will have the following responsibilities:
 - (a) Responsibility for the overall development and implementation of the HASP.
 - (b) Responsibility for the initial training of on-site workers with respect to the contents of the HASP.
 - (c) Availability during normal business hours for consultation by the Safety Officer.
 - (d) Availability to assist the Safety Officer in follow-up training and if changes in site conditions occur.

b. Safety Officer: The designated SO must have, at a minimum, two years of experience in the remediation of hazardous waste sites or related field experience. The SO must have formal training in health and safety and be conversant with federal and state regulations governing occupational health and safety. The SO must be certified in CPR and first aid and have experience and training in the implementation of personal protection and air monitoring programs. The SO must have "hands-on" experience with the operation and maintenance of real-time air monitoring equipment. The SO must be thoroughly knowledgeable of the operation and maintenance of air-purifying respirators (APR) and supplied-air respirators (SAR) including SCBA and airline respirators.

(1.) In addition to meeting the above qualifications, the SO will be responsible for the following minimum requirements:

- (a) Responsibility for the implementation, enforcement, and monitoring of the HASP.
- (b) Responsibility for the preconstruction indoctrination and periodic training of all on-site personnel with regard to this safety plan and other safety requirements to be observed during construction, including:

- (i) Potential hazards.
- (ii) Personal hygiene principles.
- (iii) PPE.
- (iv) Respiratory protection equipment usage and fit testing.
- (v) Emergency procedures dealing with fire and medical situations.
- (vi) Conduct daily update meetings in regard to health and safety.

- (2.) Responsibility for alerting the ENGINEER's on-site representative prior to the CONTRACTOR starting any particular hazardous work.
- (3.) Responsibility for informing project personnel of the New York State Labor Law Section 876 (Right-to-Know Law).
- (4.) Responsibility for the maintenance of separation of Exclusion Zone (Dirty) from the Support Zone (Clean) areas as described hereafter.
- (5.) The SO shall be onsite during any field activities by the CONTRACTOR.
- (6.) The activities of the SO shall be limited to the HASP only.

c. Medical Consultant: The CONTRACTOR is required to retain a Medical Consultant (MC) who is a physician, certified in occupational medicine. The physician shall have experience in the occupational health area and shall be familiar with potential site hazards of remedial action projects. The MC will also be available to provide annual physicals and to provide additional medical evaluations of personnel when necessary.

G. SITE DESCRIPTION AND HAZARD ASSESSMENT

1. The CONTRACTOR shall perform a hazard assessment to provide information to assist in selection of PPE and establish air monitoring guidelines if necessary, to protect on-site personnel, the environment, and the public. The CONTRACTOR shall provide a general description of the site, its location, past history, previous environmental sampling results, and general background on the conditions present at the site.

a. Chemical Hazards: A qualitative evaluation of chemical hazards shall be based on the following:

- (1.) Nature of potential contaminants;
- (2.) Location of potential contaminants at the project site;
- (3.) Potential for exposure during site activities; and
- (4.) Effects of potential contaminants on human health.

- b. Biological Hazards: A qualitative evaluation of biological hazards consisting of the elements listed for chemical hazards.
 - c. Physical Hazards: The CONTRACTOR shall assess the potential for physical hazards affecting personnel during the performance of on-site work.
2. The CONTRACTOR shall develop a hazard assessment for each site task and operation established in the HASP.

H. TRAINING

1. OSHA Training
 - a. The CONTRACTOR shall ensure that all project personnel have been trained in accordance with OSHA 1910.120 regulations.
 - b. The CONTRACTOR shall be responsible for, and guarantee that, personnel not successfully completing the required training are not permitted to enter the project site to perform work.
2. Safety Meetings
 - a. The SO shall conduct daily safety meetings that will be mandatory for all project personnel. The meetings will provide refresher courses for existing equipment and protocols, and will examine new site conditions as they are encountered.
 - b. Additional safety meetings will be held on an as-required basis.
 - c. Should any unforeseen or site-peculiar safety-related factor, hazard, or condition become evident during the performance of work at this site, the CONTRACTOR will bring such to the attention of the SO in writing as quickly as possible for resolution. In the interim, the CONTRACTOR will take prudent action to establish and maintain safe working conditions and to safeguard employees, the public, and the environment.

I. MEDICAL SURVEILLANCE

1. The CONTRACTOR shall utilize the services of a Physician to provide the minimum medical examinations and surveillance specified herein. The name of the Physician and evidence of examination of all CONTRACTOR and SUBCONTRACTOR on-site personnel shall be kept by the SO.
2. CONTRACTOR and SUBCONTRACTOR project personnel involved in this project shall be provided with medical surveillance prior to onset of work. Immediately at the conclusion of this project, if there is suspected excessive exposure to substances that would be medically detectable, all project personnel will be medically monitored. The costs for these medical exams are to be borne by the CONTRACTOR.
3. Physical examinations are required for:
 - a. Any and all personnel entering hazardous or transition zones or performing work that required respiratory protection.
 - b. All CONTRACTOR personnel onsite who are dedicated or may be used for emergency response purposes in the Exclusion Zone.
 - c. CONTRACTOR supervisors entering hazardous or transition zones, or onsite for more than 16 hours during the length of the contract.
4. Physical examinations are not required for people making periodic deliveries provided they do not enter hazardous or transition zones.

5. In accordance with good medical practice, the examining Physician or other appropriate representative of the Physician shall discuss the results of such medical examination with the individual examined. Such discussion shall include an explanation of any medical condition that the Physician believes required further evaluation or treatment and any medical condition which the Physician believes would be adversely affected by such individual's employment at the project site. A written report of such examination shall be transmitted to the individual's private physician upon written request by the individual.
6. The examining Physician or Physician group shall notify the SO in writing that the individual has received a medical examination and shall advise the SO as to any specific limitations upon such individual's ability to work at the project site that were identified as a result of the examination. Appropriate action shall be taken in light of the advice given pursuant to this subparagraph.
7. The physical examination shall also include but not be limited to the following minimum requirements:
 - a. Complete blood profile;
 - b. Blood chemistry to include: chloride, CO₂, potassium, sodium, BUN, glucose, globulin, total protein, albumin, calcium, cholesterol, alkaline phosphatase, triglycerides, uric acid, creatinine, total bilirubin, phosphorous, lactic dehydrogenase, SGPT, SGOT;
 - c. Urine analysis;
 - d. "Hands on" physical examination to include a complete evaluation of all organ systems including any follow-up appointments deemed necessary in the clinical judgement of the examining physician to monitor any chronic conditions or abnormalities;
 - e. Electrocardiogram;
 - f. Chest X-ray (if recommended by examining physician in accordance with good medical practice);
 - g. Pulmonary function;
 - h. Audiometry - To be performed by a certified technician, audiologist, or physician. The range of 500 to 8,000 hertz should be assessed.
 - i. Vision screening - Use a battery (TITMUS) instrument to screen the individual's ability to see test targets well at 13 to 16 inches and at 20 feet. Tests should include an assessment of muscle balance, eye coordination, depth perception, peripheral vision, color discrimination, and tonometry.
 - j. Tetanus booster shot (if no inoculation has been received within the last five years); and
 - k. Complete medical history.

J. SITE CONTROL

1. Security

- a. Security shall be provided and maintained by the CONTRACTOR.
- b. Security identification, specific to the project site, shall be provided by the CONTRACTOR for all project personnel entering the project site. The CONTRACTOR shall be responsible for and ensure that such identification shall be worn by each individual, visible at all times, while the individual is on the site. Vehicular access to the site, other than to designated parking areas, shall be restricted to authorized vehicles only.
- c. Use of on-site designated parking areas shall be restricted to vehicles of the ENGINEER, ENGINEER's on-site representative, CONTRACTOR, SUBCONTRACTOR, and service personnel assigned to the site and actually on duty but may also be used on short-term basis for authorized visitors.
- d. The CONTRACTOR shall be responsible for maintaining a log of security incidents and visitor access granted.
- e. The CONTRACTOR shall require all personnel having access to the project site to sign-in and sign-out, and shall keep a record of all site access.
- f. All approved visitors to the site shall be briefed by the SO on safety and security, provided with temporary identification and safety equipment, and escorted throughout their visit. Site visitors must sign the Health and Safety Plan acknowledgment form which states, "I have been informed

and understand and will abide by all the procedures and protocols set forth in the Site Health and Safety Plan for the Dzus Fastener Site-Lake Capri Remediation."

- g. Site visitors shall not be permitted to enter the remediation work zone unless approved by the DEPARTMENT with appropriate site access agreement.
- h. Project sites shall be posted, "Warning Remediation Work Area, Do Not Enter Unless Authorized," and access restricted by the use of a chain link fence or equal at a minimum. Warning signs shall be posted at a minimum of every 500 feet.
- i. The CONTRACTOR shall provide a 24 hour watchman to maintain site security. The location of the full time watchman will be at the treatment area and include surveillance of Higbie Lane Staging Area (HLSA) and Willetts Creek Removal Area.

2. Site Control

- a. The CONTRACTOR shall provide the following site control procedures as a minimum:

- (1.) A site map;
- (2.) A map showing site work zones;
- (3.) The use of a "buddy system"; and
- (4.) Standard operating procedures or safe work practices.

3. Work Areas

- a. The CONTRACTOR shall clearly lay out and identify work areas in the field and shall limit equipment, operations and personnel in the areas as defined below:

- (1.) Exclusion Zone (EZ) - This shall include all areas where potential environmental monitoring has shown or it is suspected that a potential hazard may exist to workers. The level of PPE required in the area shall be determined by the SO after air monitoring and on-site inspection has been conducted. The area shall be clearly delineated from the decontamination area. As work within the hazardous zone proceeds, the delineating boundary shall be relocated as necessary to prevent the accidental contamination of nearby people and equipment. The Exclusion Zone shall be delineated by fencing (e.g., chain link, snow fencing, or orange plastic fencing).
- (2.) Contamination Reduction Zone - This zone shall occur at the interface of "Hazardous" and "Clean" areas and shall provide for the transfer of equipment and materials from the Support Zone to the Exclusion Zone, the decontamination of personnel and clothing prior to entering the "Clean" area, and for the physical segregation of the "Clean" and "Hazardous" areas. This area shall contain all required emergency equipment, etc. This area shall be clearly delineated by fencing (e.g., chain link, snow fencing, or orange plastic fencing). It shall also delineate an area that although not contaminated at a particular time may become so at a later date.
- (3.) Support Zone - This area is the remainder of the work site and project site. The Support Zone shall be clearly delineated and procedures implemented to prevent active or passive contamination from the work site. The function of the Support Zone includes:
 - (a) An entry area for personnel, material and equipment to the Exclusion Zone of site operations through the Contamination Reduction Zone;
 - (b) An exit for decontamination personnel, materials and equipment from the "Decontamination" area of site operations;
 - (c) The housing of site special services; and
 - (d) A storage area for clean, safety, and work equipment.

K. STANDARD OPERATING SAFETY PROCEDURES (SOP), ENGINEERING CONTROLS

1. GENERAL SOP

- a. The CONTRACTOR shall ensure that all safety equipment and protective clothing is kept clean and well maintained.
- b. All prescription eyeglasses in use on this project shall be safety glasses and shall be compatible with respirators. No contact lenses shall be allowed onsite.
- c. All disposable or reusable gloves worn on the site shall be approved by the SO.
- d. During periods of prolonged respirator usage in contaminated areas, respirator filters shall be changed upon breakthrough. Respirator filters shall always be changed daily.
- e. Footwear used onsite shall be covered by rubber overboots or booties when entering or working in the Exclusion Zone area or Contamination Reduction Zone. Boots or booties shall be washed with water and detergents to remove dirt and contaminated sediment before leaving the Exclusion Zone or Contamination Reduction Zone.
- f. All PPE used onsite shall be decontaminated or disposed of at the end of the work day. The SO shall be responsible for ensuring decontamination of PPE before reuse.
- g. All respirators shall be individually assigned and not interchanged between workers without cleaning and sanitizing.
- h. CONTRACTOR, SUBCONTRACTOR and service personnel unable to pass a fit test as a result of facial hair or facial configuration shall not enter or work in an area that requires respiratory protection.
- i. The CONTRACTOR shall ensure that all project personnel shall have vision or corrected vision to at least 20/40 in one eye.
- j. On-site personnel found to be disregarding any provision of this plan shall, at the request of the SO, be barred from the project.
- k. Used disposable outerwear such as coveralls, gloves, and boots shall not be reused. Used disposable outerwear shall be removed upon leaving the hazardous work zone and shall be placed inside disposable containers provided for that purpose. These containers shall be stored at the site at the designated staging area and the CONTRACTOR shall be responsible for proper disposal of these materials at the completion of the project. This cost shall be borne by the CONTRACTOR.
- l. Protective coveralls that become torn or badly soiled shall be replaced immediately.
- m. Eating, drinking, chewing gum or tobacco, smoking, etc., shall be prohibited in the Exclusion zone and Contamination Reduction zone.
- n. All personnel shall thoroughly cleanse their hands, face, and forearms and other exposed areas prior to eating, smoking or drinking.
- o. Workers who have worked in a hazardous work zone shall shower at the completion of the work day.
- p. All personnel shall wash their hands, face, and forearms before using toilet facilities.
- q. No alcohol, firearms or drugs (without prescriptions) shall be allowed onsite at any time.
- r. All personnel who are on medication should report it to the SO who shall make a determination whether or not the individual shall be allowed to work and in what capacity. The SO may require a letter from the individual's personal physician stating what limitations (if any) the medication may impose on the individual.

2. Engineering Controls - Air Emissions

- a. The CONTRACTOR shall provide all equipment and personnel necessary to monitor and control air emissions.

3. Safety practices and requirements for work over water are summarized below:

- a. A minimum of two persons will man the sampling boat, and an on-shore supervisor will be present at all times. All personnel on the boat will be required to wear U.S. Coast Guard approved personal flotation devices (PFD) and shall know how to swim. The flotation devices will be inspected daily for defects or chemical damage prior to use. At least one extra PFD will be kept on hand in the event that one becomes damaged. A ring buoy and 90-feet of line will be available on the boat.
- b. The on-shore supervisor will be capable of effecting immediate communication with emergency resources in case an accident requiring assistance or emergency services occurs. The on-shore supervisor shall have immediate access to a flotation ring tied to a rope (at least 90-feet long) in good condition. A Coast Guard approved flotation device will be worn by any on-shore personnel who lend assistance to those working over water.
- c. A standby boat with motor will be provided to enable immediate access to workers who may fall into the water.
- d. Provisions shall be made for rapid warming and transport of personnel to emergency health care facilities when working under cold conditions. All personnel working on boats will have available on-site a change of clothing.
- e. A tow line will be attached to the boat and maintained on land at all times.
- f. Boarding and unloading the boat will be conducted from a dry and stable location, without necessitating contact with water or wet sediments.
- g. Personnel shall position themselves in the boat to maintain a stable condition at all times.
- h. Sampling equipment will be drained as thoroughly as possible before being brought into the boat.
- i. The Project Manager and Safety Officer will have complete notification of the boat launching schedule and location.

PART 2 PERSONAL PROTECTIVE EQUIPMENT

A. GENERAL

1. The CONTRACTOR shall provide all project personnel with the necessary safety equipment and protective clothing, taking into consideration the chemical wastes at the site. The CONTRACTOR shall supply the ENGINEER's on-site personnel (average two people for the project duration) with PPE as specified. The CONTRACTOR shall supply the DEPARTMENT's personnel with PPE as specified. The disposal cost of PPE worn by the ENGINEER and the DEPARTMENT shall be borne by the CONTRACTOR. The ENGINEER shall require specific manufacturers and styles of PPE, which are detailed in the Safety Equipment Specifications portion of this section. At a minimum, the CONTRACTOR shall supply all project personnel with the following:
 - a. Two (2) sets of cotton work clothing to include underwear, socks, work shirts, and work pants. Leather steel-toed work boots, and such other clothing and outer garments as required by weather conditions (e.g., insulated coveralls and winter jacket);
 - b. Sufficient disposable coveralls;
 - c. One pair splash goggles;
 - d. Chemical-resistant outer and inner gloves;
 - e. Rubber overshoes (to be washed daily);
 - f. Hard hat;
 - g. One full-face mask with appropriate canisters. The ENGINEER and the DEPARTMENT will supply their own full-face mask. The CONTRACTOR shall supply the appropriate canisters to all on-site project personnel including the ENGINEER and the DEPARTMENT. The CONTRACTOR shall supply MSA canisters; and
 - h. For all project personnel involved with Level B protection, a positive-pressure SCBA or in-line air. A 5-minute escape bottle must be included with the in-line air apparatus.

B. LEVELS OF PROTECTION

The following sections describe the requirements of all defined levels of protection.

1. Level A Protection

a. PPE:

- (1.) Supplied-air respirator approved by the Mine Safety and Health Administration (MSHA) and NIOSH. Respirators may be:
 - (a) Positive-pressure SCBA; or
 - (b) Positive-pressure airline respirator (with escape bottle for Immediately Dangerous to Life and Health (IDLH) or potential for IDLH atmosphere.
- (2.) Fully encapsulating chemical-resistant suit.
- (3.) Coveralls.
- (4.) Cotton long underwear. *
- (5.) Gloves (inner), chemical-resistant.
- (6.) Boots, chemical-resistant, steel toe and shank. (Depending on suit construction, worn over or under suit boot.)
- (7.) Hard hat (under suit).*
- (8.) Disposal gloves and boot covers (worn over fully encapsulating suit).*
- (9.) Cooling unit.
- (10.) Two-way radio communications (inherently safe).*

* *OPTIONAL*

b. Criteria for Selection: Meeting any of these criteria warrants use of Level A protection:

- (1.) The chemical substance has been identified and requires the highest level of protection for skin, eyes, and the respiratory system based on:
 - (a) Measures (or potential for) high concentration of atmospheric vapors, gases, or particulates, or
 - (b) Site operations and work functions involving high potential for splash, immersion, or exposure to unexpected vapors, gases, or particulates of materials highly toxic to the skin.
- (2.) Substances with a high degree of hazard to the skin are known or suspected to be present, and skin contact is possible.
- (3.) Operations must be conducted in confined, poorly ventilated areas until the absence of substances requiring Level A protection is determined.
- (4.) Direct readings on field Flame Ionization Detectors (FID) or Photoionization Detectors (PID) and similar instruments indicate high levels of unidentified vapors and gases in the air.

c. Guidance on Selection:

- (1.) Fully encapsulating suits are primarily designed to provide a gas- or vapor-tight barrier between the wearer and atmospheric contaminants. Therefore, Level A is generally worn when high concentrations of airborne substances could severely effect the skin. Since Level A requires the use of SCBA, the eyes and respiratory system are also more protected.
- (2.) Until air surveillance data become available to assist in the selection of the appropriate level of protection, the use of Level A may have to be based on indirect evidence of the

potential for atmospheric contamination or other means of skin contact with severe skin affecting substances.

- (3.) Conditions that may require Level A protection include:
 - (a) Confined spaces: Enclosed, confined, or poorly ventilated areas are conducive to the buildup of toxic vapors, gases, or particulates. (Explosive or oxygen-deficient atmospheres are also more probable in confined spaces). Confined-space entry does not automatically warrant wearing Level A protection, but should serve as a cue to carefully consider and to justify a lower level of protection.
 - (b) Suspected/known highly toxic substances: Various substances that are highly toxic, especially skin absorption, for example, fuming corrosives, cyanide compounds, concentrated pesticides, Department of Transportation Poison "All materials, suspected carcinogens, and infectious substances may be known or suspected to be involved." Field instruments may not be available to detect or quantify air concentrations of these materials. Until these substances are identified and concentrations measured, maximum protection may be necessary.
 - (c) Visible emissions: Visible air emissions from leaking containers or railroad/vehicular tank cars, as well as smoke from chemical fires and others, indicate high potential for concentrations of substances that could be extreme respiratory or skin hazards.
 - (d) Job Functions: Initial site entries are generally walk-throughs, in which instruments and visual observations are used to make a preliminary evaluation of the hazards.
- (4.) In initial site entries, Level A should be worn when:
 - (a) There is a probability for exposure to high concentrations of vapors, gases, or particulates; and
 - (b) Substances are known or suspected of being extremely toxic directly to the skin or by being absorbed.
- (5.) Subsequent entries are to conduct the many activities needed to reduce the environmental impact of the incident.
- (6.) Levels of protection for later operations are based not only on data obtained from the initial and subsequent environmental monitoring, but also on the probability of contamination and ease of decontamination.
 - (a) Examples of situations where Level A has been worn are:
 - (i) Excavating of soil to sample buried drums suspected of containing high concentrations of dioxin;
 - (ii) Entering a cloud of chlorine to repair a valve broken in a railroad accident;
 - (iii) Handling and moving drums known to contain oleum; and
 - (iv) Responding to accidents involving cyanide, arsenic, and undiluted pesticides.
 - (b) The fully encapsulating suit provides the highest degree of protection to skin, eyes, and respiratory system if the suit material resists chemicals during the time the suit is worn. While Level A provides maximum protection, all suit material may be rapidly permeated and degraded by certain chemicals from extremely high air concentrations, splashes, or immersion of boots or gloves in concentrated liquids or sludges. These limitations should be recognized when specifying the type of fully encapsulating suit. Whenever possible, the suit material should be matched with the substance it is used to protect against.

2. Level B Protection

a. PPE:

- (1.) Positive-pressure SCBA (MSHA/NIOSH approved); or
- (2.) Positive-pressure air line respirator (with escape bottle for IDLH or potential for IDLH atmosphere) MSHA/NIOSH approved;
 - (a) Chemical-resistant clothing (overalls and long-sleeved jacket; coveralls or hooded, one- or two-piece chemical-splash suit; disposable chemical-resistant, one-piece suits);
 - (b) Cotton long underwear*;
 - (c) Coveralls;
 - (d) Gloves (outer), chemical-resistant;
 - (e) Gloves (inner), chemical-resistant;
 - (f) Boots (inner), leather work shoe with steel toe and shank;
 - (g) Boots (outer), chemical-resistant, (disposable);
 - (h) Hard hat (face shield);
 - (i) 2-way radio communication; and
 - (j) Taping between suit and gloves, and suit and boots.

** OPTIONAL*

b. Criteria for Selection

Any one of the following conditions warrants use of Level B Protection:

- (1.) The type and atmospheric concentration of toxic substances have been identified and require a high level of respiratory protection, but less skin protection than Level A. These atmospheres would:
 - (a) Have IDLH concentrations; or
 - (b) Exceed limits of protection afforded by an air-purifying mask; or
 - (c) Contain substances for which air-purifying canisters do not exist or have low removal efficiency; or
 - (d) Contain substances requiring air-supplied equipment, but substances and/or concentrations do not represent a serious skin hazard.
- (2.) The atmosphere contains less than 19.5% oxygen.
- (3.) Site operations make it highly unlikely that the work being done shall generate high concentrations of vapors, gases or particulates, or splashes of material that shall affect the skin of personal wearing Level B protection.
- (4.) Working in confined spaces.
- (5.) Total atmospheric concentrations, sustained in the breathing zone, of unidentified vapors or gases range from 5 ppm above background to 500 ppm above background as measured by direct reading instruments such as the FID or PID or similar instruments, but vapors and gases are not suspected of containing high levels of chemicals toxic to skin.

c. Guidance on Selection Criteria:

- (1.) Level B equipment provides a reasonable degree of protection against splashes and to lower air contaminant concentrations, but a somewhat lower level of protection to skin than Level A. The chemical-resistant clothing required in Level B is available in a wide variety of styles, materials, construction detail, permeability, etc. Taping joints between the gloves, boots and suit, and between hood and respirator reduces the possibility for splash and vapor or gas penetration. These factors all affect the degree of protection afforded. Therefore, the SO should select the most effective chemical-resistant clothing

based on the known or anticipated hazards and/or job function. (it is anticipated that Level B protection shall not be required under this contract.)

- (2.) Level B does provide a high level of protection to the respiratory tract. Generally, if SCBA is required, Level B clothing rather than a fully encapsulating suit (Level A) is selected based on needing less protection against known or anticipated substances affecting the skin. Level B skin protection is selected by (it is anticipated that Level A protection shall not be required under this contract):
 - (a) Comparing the concentrations of known or identified substances in air with skin toxicity data;
 - (b) Determining the presence of substances that are destructive to or readily absorbed through the skin by liquid splashes, unexpected high levels of gases, vapor or particulates, or other means of direct contact; and
 - (c) Assessing the effect of the substance (at its measured air concentrations or splash potential) on the small area of the head and neck left unprotected by chemical-resistant clothing.
- (3.) For initial site entry at an open site, Level B protection should protect site personnel, providing the conditions described in selecting Level A are known or judged to be absent.

3. Level C Protection

a. PPE

- (1.) Full-face, air-purifying, cartridge- or canister-equipped respirator (MSHA/NIOSH approved) with cartridges appropriate for the respiratory hazards;
- (2.) Chemical-resistant clothing (coveralls, hooded, one-piece or two-piece chemical splash suit; chemical-resistant hood and apron; disposable chemical-resistant coveralls);
- (3.) Coveralls;
- (4.) Cotton long underwear; *
- (5.) Gloves (outer), chemical-resistant;
- (6.) Gloves (inner), chemical-resistant;
- (7.) Boots (inner), leather work shoes with steel toe and shank;
- (8.) Boots (outer), chemical-resistant (disposable); *
- (9.) Hard hat (face shield);
- (10.) Escape SCBA of at least 5-minute duration;
- (11.) 2-way radio communications (inherently safe); * and
- (12.) Taping between suit and boots, and suit and gloves.

* *OPTIONAL*

b. Criteria for Selection - Meeting all of these criteria permits use of Level C protection:

- (1.) Measured air concentrations of identified substances shall be reduced by the respirator to, at or below, the substance's Threshold Limit Value (TLV) or appropriate occupational exposure limit and the concentration is within the service limit of the canister.
- (2.) Atmospheric contaminant concentrations do not exceed IDLH levels.
- (3.) Atmospheric contaminants, liquid splashes, or other direct contact shall not adversely affect the small area of the skin left unprotected by chemical-resistant clothing.
- (4.) Job functions do not require SCBA.
- (5.) Total readings register between background and 5 ppm above background as measured by instruments such as the FID or PID.
- (6.) Oxygen concentrations are not less than 19.5% by volume.
- (7.) Air shall be monitored continuously.

c. Guidance on Selection Criteria

- (1.) Level C protection is distinguished from Level B by the equipment used to protect the respiratory system, assuming the same type of chemical-resistant clothing is used. The main selection criterion for Level C is that conditions permit wearing air-purifying devices. The air-purifying device must be a full-face mask (MSHA/NIOSH approved) equipped with a cartridge suspended from the chin or on a harness. Cartridges must be able to remove the substances encountered.
- (2.) A full-face, air-purifying mask can be used only if:
 - (a) Oxygen content of the atmosphere is at least 19.5% by volume;
 - (b) Substance(s) is identified and its concentrations(s) measured;
 - (c) Substance(s) has adequate warning properties;
 - (d) Individual passes a qualitative fit-test for the mask; and
 - (e) Appropriate cartridge is used, and its service limits concentration is not exceeded.
- (3.) An air monitoring program is part of all response operations when atmospheric contamination is known or suspected. It is particularly important that the air be monitored thoroughly when personnel are wearing air-purifying respirators (Level C). Continual surveillance using direct-reading instruments and air sampling is needed to detect any changes in air quality necessitating a higher level of respiratory protection. Total unidentified vapor/gas concentrations exceeding 5 ppm above background require Level B.

4. Level D Protection

a. PPE:

- (1.) Coveralls
- (2.) Gloves (outer), chemical resistant*;
- (3.) Gloves (inner), chemical resistant;
- (4.) Boots (inner), leather work shoes with steel toe and shank;
- (5.) Boots (outer), chemical resistant (disposable);
- (6.) Hard hat;
- (7.) Face shield*;
- (8.) Safety glasses with side shields or chemical splash goggles*;

* *OPTIONAL*

b. Criteria for Selection:

- (1.) No atmospheric contaminant is present.
- (2.) Direct reading instruments do not indicate any readings above background.
- (3.) Job functions have been determined not to require respirator protection.

c. Guidance on Selection Criteria:

Level D protection is distinguished from Level C protection in the requirement for respiratory protection. Level D is used for non-intrusive activities or intrusive activities with continuous air monitoring. It can be worn only in areas where there is no possibility of contact with contamination.

PART 3 SAFETY EQUIPMENT SPECIFICATIONS

A. SELF-CONTAINED BREATHING APPARATUS

1. The CONTRACTOR shall provide as necessary, positive-pressure SCBA's for possible upgrades in respiratory protection. The CONTRACTOR shall supply all the SCBA 's required for the duration of work activities. The units must be a MSHA/NIOSH-approved pressure-demand type with a 30-minute service life. The CONTRACTOR shall inspect and maintain respirators in accordance with OSHA regulations (29 CFR 1910.13-4) and as recommended by the manufacturer.

B. DISPOSABLE COVERALLS

1. The CONTRACTOR shall provide, as necessary, protective coveralls for all project personnel each day with extra sets provided for authorized visitors. The coveralls shall be of the disposable type. To protect project personnel from exposure to liquids, splash-resistant suits (Saranex suits, from appropriate manufacturers) shall be provided. Ripped suits shall be immediately replaced after all necessary decontamination has been completed to the satisfaction of the SO.

C. HARD HAT

1. The CONTRACTOR shall provide and maintain one hard hat per person onsite (authorized visitors included). The hard hats shall comply with OSHA Health and Safety Standards (29 CFR 1910.135).

D. FACE SHIELDS

1. The CONTRACTOR shall provide and maintain one face shield per person onsite. The face shields shall be of the full face type meeting OSHA Health and Safety Standards (29 CFR 1910.133) and shall have brackets for mounting on hard hats. Hard hats and face shields shall be from the same manufacturer to ensure proper fit.

E. WORK CLOTHING

1. The CONTRACTOR shall provide a minimum of two sets of work clothing per personnel to allow for changing if contaminated. The work clothing shall include a minimum of underwear, socks, work shirts, work pants, and other clothing as weather conditions dictate. All work clothes shall be put on clean, before entering the site and shall not be kept in same lockers as the workers street clothes. All project personnel shall shower and change to street clothing prior to leaving the site. All contaminated work clothing shall be laundered onsite with wash water drained to the decontamination water holding tank.

F. ESCAPE-TYPE RESPIRATOR

1. The CONTRACTOR shall provide and maintain one 5 minute self-contained breathing escape-type respirator per person working onsite. The small self-contained device shall be capable of providing air to the worker while protecting an escaping worker from toxic gases.
2. The CONTRACTOR shall inspect and ensure all devices are in working order before issuing to personnel. Employees must be trained to use equipment prior to being allowed to work onsite and carry the escape-type respirator with them. An escape-type respirator must be provided if positive-pressure SCBA are not part of the ensemble worn by each person onsite.

G. FULL FACE ORGANIC VAPOR RESPIRATOR

1. The CONTRACTOR shall provide and maintain a dedicated air-purifying organic vapor respirator per person working in hazardous work and neutral work zones. The respirator shall be of the full-face canister type with cartridges appropriate for the respiratory hazards. Respirators and cartridges shall be MSHA/NIOSH approved. The CONTRACTOR shall inspect and maintain respirators and canisters in accordance with OSHA regulations (29 CFR 1910.134) and in accordance with manufacturer's instructions. The CONTRACTOR shall ensure that proper fit testing training and medical surveillance of respirator users is in accordance with OSHA regulations (29 CFR 1910.134).

H. GLOVES (OUTER)

1. The CONTRACTOR shall supply a minimum of one pair of gloves per workman in areas where skin contact with hazardous material is possible. Work gloves shall consist of nitrile (NCR) or Neoprene material. Other gloves may be selected if required based on the potential chemical present. Cotton liners shall be provided by the CONTRACTOR during cold weather.

I. GLOVES (INNER)

1. The CONTRACTOR shall supply Latex or equivalent surgical gloves to be worn inside the outer gloves.

J. BOOTS (INNER)

1. The CONTRACTOR shall supply one pair of safety shoes or boots per workman and shall be of the safety-toe type meeting the requirements of 29 CFR 1910.136.

K. BOOTS (OUTER)

1. The CONTRACTOR shall provide and maintain one pair of overshoes for the on-site person entering a hazardous work area. The overshoes shall be constructed of rubber and shall be 12 inches high minimum.

PERSONAL PROTECTIVE EQUIPMENT SPECIFICATIONS				
Description	Manufacturer	Model Number	Size	Comments
Tyvek coveralls	Kappler/Abanda	1427/1428	xl/lg	NA
Saranex coveralls	Kappler/Abanda	77427/77428/77434	xl/lg	NA
Sijal acid suit	Chemtex Bata	91522-G	xl/lg	NA
Surgical gloves	Best	7005	xl/lg	NA
Neoprene gloves	Edmont	8-354	xl/lg	NA
Nitrile gloves	Granet	1711	10	NA
Butyl gloves	North	B-161	10	NA
Viton gloves	North	F-124	10/11	NA
Long gauntlet neoprene	Edmont	19-938	xl	NA
Cotton work gloves	North	Grip-N/K511M	men's	or equal
Latex booties	Rainfair	1250-Y	xl	NA
PAPR pesticide cartridges	Racal	AP-3	NA	NA
PAPR asbestos cartridges	Racal	SP-3	NA	NA
APR organic cartridges	MSA	GMC-H	NA	NA
APR asbestos cartridges	MSA	Type H	NA	NA
APR pesticide cartridges	MSA	GMP	NA	NA
APR mercury cartridges	MSA	Mersorb	NA	NA

PART 4 PERSONNEL HYGIENE AND DECONTAMINATION

A. ON-SITE HYGIENE FACILITY

The CONTRACTOR shall provide a hygiene facility onsite. The hygiene facility shall include the following:

1. Adequate lighting and heat;
2. Shower facilities for project personnel;
3. Areas for changing into and out of work clothing. Work clothing should be stored separately from street clothing;
4. Clean and "dirty" locker facilities; and
5. Storage area for work clothing, etc.

B. PORTABLE "BOOT WASH" DECONTAMINATION EQUIPMENT

The CONTRACTOR shall provide a portable decontamination station, commonly referred to as a "Boot Wash" facility for each hazardous work zone requiring decontamination for project personnel. These facilities shall be constructed to contain spent wash water, contain a reservoir of clean wash water, a power supply to operate a pump for the wash water, a separate entrance and exit to the decontamination platform, with the equipment being mobile, allowing easy transport from one hazardous work zone to the next. All such wash

water shall be disposed of at the dewatering facility. An appropriate detergent such as trisodium phosphate shall be used.

C. PERSONNEL DECONTAMINATION

The CONTRACTOR shall provide full decontamination facilities at all hazardous zones. Decontamination facilities must be described in detail in the HASP.

D. DISPOSAL OF SPENT CLOTHING AND MATERIAL

1. Contaminated clothing, used respirator cartridges and other disposable items shall be put into drums/containers for transport and proper disposal in accordance with RCRA requirements.
2. Containers/55-gallon capacity drums shall conform to the requirements of 40 CFR Part 178 for Transportation of Hazardous Materials. The containers/drums containing excavated and other hazardous material shall be transported by the CONTRACTOR to the staging area.
3. The CONTRACTOR is responsible for the proper container packaging, labeling, transporting, and disposal.

PART 5 EQUIPMENT DECONTAMINATION

A. GENERAL

1. All equipment and material used in this project shall be thoroughly washed down in accordance with established federal and state procedures before it is removed from the project. With the exception of the excavated materials, all other contaminated debris, clothing, etc. that cannot be decontaminated shall be disposed at the CONTRACTOR's expense by a method permitted by appropriate regulatory agencies. The cost for this element of work shall be incorporated in the lump sum bid for mobilization/demobilization, or as otherwise directed on this project. All vehicles and equipment used in the "Dirty Area" shall be decontaminated to the satisfaction of the SO in the decontamination area onsite prior to leaving the project. The CONTRACTOR shall certify, in writing, that each piece of equipment has been decontaminated prior to removal from the site.
2. Decontamination shall take place within the designated equipment and materials decontamination area. The decontamination shall consist of degreasing (if required), followed by high-pressure, hot-water cleaning, supplemented by detergents as appropriate. Wash units shall be portable, high-pressure with a self-contained water storage tank and pressurizing system (as required). Each unit shall be capable of heating wash waters to 180 degrees Fahrenheit and providing a nozzle pressure of 150 psi.
3. Personnel engaged in vehicle decontamination shall wear Level C Protective clothing and equipment. If the CONTRACTOR cannot or does not satisfactorily decontaminate his tools or equipment at the completion of the project, the CONTRACTOR shall dispose of any equipment which cannot be decontaminated satisfactorily and shall bear the cost of such tools and equipment and its disposal without any liability to the ENGINEER. At the completion of the project the CONTRACTOR shall completely decontaminate and clean the decontamination area.

B. DECONTAMINATION STATION

1. The CONTRACTOR shall construct a decontamination station as described in Section 01100 Part 1.06. The decontamination station shall be located in the Contamination Reduction Zone and shall be used to clean all vehicles leaving the Exclusion Zone prior to entering the Support Zone or leaving the site.

C. ACTION LEVELS

1. The CONTRACTOR is responsible for developing level of protection site action levels for organic vapors.
2. The SO, CONTRACTOR, and their personnel shall be responsible for implementing, maintaining and enforcing the respirator program.

In addition to these on-site action levels, the following action levels will be established for work area and perimeter monitoring of particulates. If the following levels are attained at half the distance between the work zone and the property line, then work will cease until engineering controls bring levels down to acceptable limits. These levels are general and shall be used as minimum action levels. The **CONTRACTOR** shall develop site-specific perimeter monitoring action levels based on contaminants found in the work areas.

Parameter	Action Level
Total particulates	2.5 times background and greater than 150 $\mu\text{g}/\text{m}^3$

PART 6 AIR MONITORING PROGRAM

A. GENERAL

1. The CONTRACTOR shall develop, as part of the HASP, an air monitoring program (AMP). The purpose of the AMP is to determine that the proper level of personnel protective equipment is used, to document that the level of worker protection is adequate, and to assess the migration of contaminants to off-site receptors as a result of site work.
2. The CONTRACTOR shall supply all personnel, equipment, facilities, and supplies to develop and implement the air monitoring program described in this section. Equipment shall include at a minimum: an organic vapor analyzer, photoionizer, and, depending on work activities and environmental conditions, real-time aerosol monitors.
3. The CONTRACTOR's AMP shall include both real-time and documentation air monitoring (personal and area sampling as needed). The purpose of real-time monitoring shall be to determine if an upgrade (or downgrade) of PPE is required while performing on-site work and to implement engineering controls, protocols, or emergency procedures if CONTRACTOR-established action levels are encountered.
4. The CONTRACTOR shall also use documentation monitoring to ensure that adequate PPE is being used and to determine if engineering controls are mitigating the migration of contamination to receptors.
5. During the progress of active remedial work, the CONTRACTOR shall monitor the quality of the air in and around each active hazardous operation with real-time instrumentation prior to personnel entering these areas. Sampling at the hazardous work site shall be conducted on a continuous basis. Any departures from general background shall be reported to the SO prior to entering the area. The SO shall determine when and if operations should be shut down.
6. Air monitoring equipment shall be operated by personnel trained in the use of the specific equipment provided and shall be under the control of the SO. A log of the location, time, type and value of each reading and/or sampling shall be maintained. Copies of log sheets shall be provided on a daily basis to the ENGINEER's on-site representative.

The following action levels shall be used as minimum action levels.

Parameter	Action Level	Action
Total particulates	2.5 times background and greater than 150 $\mu\text{g}/\text{m}^3$	Work ceases until mitigated
Visible Dust	Visible dust as determined by the ENGINEER	Work ceases until mitigated
Odors	Noticeable odors outside the exclusion zone as determined by the ENGINEER.	Work ceases until mitigated.

B. REAL-TIME MONITORING

Real-time ~~air~~ monitoring shall be conducted using the following equipment:

Total particulates shall be measured using a real-time aerosol monitor. The instrument shall be calibrated daily according to the procedure in the users manual. The meter shall be capable of measuring dust concentrations down to 0.01 mg/m^3 .

Real-time monitoring will be conducted at any excavation of contaminated soil or sediments as well as at locations of removed material processing.

Real-time monitoring will also be conducted at perimeter locations including an upwind (background) and a downwind location. A background reading will be established daily at the beginning of the work shift. If the wind direction changes during the course of the day, a new background reading will be made. Downwind readings at the perimeter will be made when **CONTRACTOR** action levels have been exceeded at the excavation face or at a minimum of twice a day.

If **CONTRACTOR**-established action levels are exceeded at the perimeter location for fugitive dust, work must be suspended and engineering controls must be implemented to bring concentrations back down to acceptable levels.

Documentation Monitoring

Documentation monitoring will be conducted at the perimeter of the removed material process area (solids separation and water treatment system) and at the perimeter of the shoreline excavation area at a minimum of four locations (one upwind and three downwind). Documentation monitoring will be conducted only during excavation activities or when process area is active.

- A. Total nuisance dust will be collected using a PVC collection filter and personnel sampling pump and analyzed gravimetrically according to NIOSH Method 0500.
- B. Documentation samples will be collected at established perimeter locations. The four locations will be chosen according to site activities and expected wind direction. At the end of the sampling period, meteorological data will be reviewed and one upwind and two downwind samples will be chosen to be analyzed.
- C. The perimeter locations will be established and marked with high visibility paint or flagging at approximately equidistant points around the site. Samples will be collected at a height of 6 feet above ground surface.

- D. Documentation samples will be collected twice a week at regularly scheduled intervals or at the initiation of a new phase of on-site work. Samples will be collected during the normal work hours when activities are occurring on site.

Community Air Monitoring

Real-time air monitoring, for particulate levels at the perimeter of the work area is necessary:

- A. Particulates should be continuously monitored upwind, downwind and within the work area at temporary particulate monitoring stations. If the downwind particulate level is 150 ug/m³ greater than the upwind particulate level, then dust suppression techniques must be employed. All readings must be recorded and be available for ENGINEER'S review.

The **CONTRACTOR** shall install a meteorological station on site that will be capable of recording, at a minimum, wind velocity and direction.

PART 7 EMERGENCY EQUIPMENT AND FIRST AID REQUIREMENTS

A. COMMUNICATIONS

1. The **CONTRACTOR** shall provide telephone communication at the site field office. Emergency numbers, such as police, sheriff, fire, ambulance, hospital, NYSDEC, EPA, NYSDOH, and utilities, applicable to this site shall be prominently posted near the telephone.
2. The **CONTRACTOR** shall establish a signaling system for emergency purposes.

B. EMERGENCY SHOWER AND EMERGENCY EYE WASH

1. The **CONTRACTOR** shall supply and maintain one portable eyewash/body wash facility per active hazardous work zone. The facility shall have a minimum water capacity of 10 gallons and shall conform to OSHA regulations 29 CFR 1910.151.

C. FIRE EXTINGUISHERS

1. The **CONTRACTOR** shall supply and maintain at least one fire extinguisher in the **CONTRACTOR**'s office and one at each hazardous work zone. The fire extinguisher shall be a 20-pound Class ABC dry fire extinguisher with UL-approval per OSHA Safety and Health Training Standards 29 CFR 1910.157.

D. FIRST AID KIT

1. The **CONTRACTOR** shall supply and locate in his project office and at each and every hazardous work zone one 24-unit (minimum size) "industrial" or "**CONTRACTOR**" first aid kit, required by OSHA requirements 29 CFR 1910.151.

E. EMERGENCY INVENTORY

1. In addition to those items specified elsewhere, the **SO** shall maintain the following inventory of equipment and protective clothing for use at the site in the event of emergencies.
 - a. Washable coveralls;
 - b. Gloves (outer);
 - c. Gloves (inner);
 - d. SCBA;

- e. Escape SCBA (authorized visitor use);
- f. Face shields;
- g. Safety glasses;
- h. Respirators and appropriate cartridges;
- i. Disposable coveralls;
- j. Chemical-resistant boots and latex boot covers;
- k. Hard hats;
- l. Bottled breathing air; and
- m. Rain suits.

PART 8 EMERGENCY RESPONSES/CONTINGENCY PLAN AND PROCEDURES

A. DAILY WORK

1. During the progress of work, the CONTRACTOR shall monitor the quality of the air in and around each active hazardous operation prior to personnel entering these areas. Sampling shall be conducted on a continuous basis. Based on the air monitoring data, the proper level of protection shall be chosen by the SO.

B. EMERGENCY VEHICLE ACCESS

1. In the event that emergency services vehicles (police, fire, ambulance) need access to a location which is blocked by the working crew operations, those operations (equipment, materials, etc.) shall be immediately moved to allow those vehicles access. Emergency crews shall be briefed as to site conditions and hazards by the SO. All vehicles and personnel shall be decontaminated prior to leaving the site.
2. The CONTRACTOR shall schedule a site briefing with the local Fire Department at the completion of mobilization to familiarize emergency response personnel with his/her operations and site layout.

C. PERSONAL INJURY RESPONSE PLAN

1. In cases of personal injuries, the injured person or the crew personnel in charge shall notify the SO. The SO shall assess the seriousness of the injury, give first aid treatment if advisable, consult by telephone with a physician if necessary, and arrange for hospitalization if required. The SO shall arrange for an ambulance if required.
2. If soiled clothing cannot be removed, the injured person shall be wrapped in blankets for transportation to the hospital.
3. Personnel, including unauthorized personnel, having skin contact with chemically contaminated liquids or soils shall be flushed with water after any wet or soiled clothing has been removed.
4. These personnel should be observed by the SO to ascertain whether there are any symptoms resulting from the exposure. If there is any visible manifestation of exposure such as skin irritation, the project personnel shall refer to a consulting physician to determine whether the symptoms were the result of a delayed or acute exposure, a secondary response to exposure such as skin infection, or occupational dermatitis. All episodes of obvious chemical contamination shall be reviewed by the SO in order to determine whether changes are needed in work procedures.

D. ROUTE TO THE HOSPITAL

1. The CONTRACTOR shall post in conspicuous places in the Support Zone a map with written directions to the nearest hospital or emergency medical treatment facility.

E. FIRE SERVICE

1. The CONTRACTOR shall make arrangements to take immediate fire fighting and fire protection measures with the local Fire Chief. If there is a fire, the crewmen or their person in charge shall immediately call the SO. The SO shall immediately call the fire personnel.
2. The air downwind from any fire or explosion shall be monitored immediately in order to protect workers and the nearby community. If personal injuries result from any fire or explosion, the procedures outlined in the Personal Injury Response Plan are to be followed.

F. MASTER TELEPHONE LIST

1. The attached master telephone list shall be prominently posted at the field office. Prior to posting the CONTRACTOR shall verify these numbers. The list shall have telephone numbers of all project personnel, emergency services like hospital, fire, police, utilities, etc. In addition, two copies with telephone numbers are to be given to the DEPARTMENT for emergency reference purposes.

EMERGENCY PHONE NUMBERS:

New York State Police Department Emergency: 911 / Non-Emergency: 516-756-3300
Suffolk County Sheriff Emergency: 911 / Non-Emergency: 516-852-8000
All Emergencies 911
Hospital Good Samaritan Hospital
Hospital Address Rt. 27A - Montauk Highway (1/4 mile east of Lake)
National Spill Response Center 800-424-8802
Poison Control Center 202-625-3333
Corporate Health and Safety Manager Dale Prokopchak
Project Manager-Amy Van Laak (Earth Tech) 518-435-7208
Site Safety Officer - Robert Rafferty (Earth Tech) 518-437-8374

PART 9 HEAT STRESS MONITORING

A. GENERAL

1. Site personnel who wear protective clothing allow body heat to be accumulated with an elevation of the body temperature. Heat cramps, heat exhaustion, and heat stroke can be experienced, which, if not remedied, can threaten life or health. Therefore, an American Red Cross Standard First Aid book or equivalent shall be maintained onsite at all times so that the SO and site personnel shall be able to recognize symptoms of heat emergencies and be capable of controlling the problem.
2. When protective clothing is worn, especially Levels A and B, the suggested guidelines for ambient temperature and maximum wearing time per excursion are:

AMBIENT TEMPERATURE (°F)	MAXIMUM WEARING TIME PER EXCURSION (MINUTES)
Above 90	15
85 to 90	30
70 to 85	60
60 to 70	120
50 to 60	180

3. One method of measuring the effectiveness of employees' rest-recovery regime is by monitoring the heart rate. The "Brouha Guideline" is one such method:

- a. During a 3-minute period, count the pulse rate for the last 30 seconds of the first minute, the last 30 seconds of the second minute, and the last 30 seconds of the third minute.
 - b. Double the count.
4. If the recovery pulse rate during the last 30 seconds of the first minute is at 110 beats/minute or less and the deceleration between the first, second, and third minutes is at least 10 beats/minute, the work recovery regime is acceptable. If the employee's rate is above that specified, a longer rest period is required, accompanied by an increased intake of fluids.
 5. In the case of heat cramps or heat exhaustion, "Gatorade" or its equivalent is suggested as part of the treatment regime. The reason for this type of liquid refreshment is that such beverages shall return much needed electrolytes to the system. Without these electrolytes, body systems cannot function properly, thereby increasing the represented health hazard.
 6. This liquid refreshment shall be stored in a cooler at the edge of the decontamination zone in plastic squeeze bottles. The plastic bottles shall be marked with individual's names. Disposable cups with lids and straws may be used in place of the squeeze bottles. Prior to drinking within the decontamination zone, the project personnel shall follow the following decontamination procedures:
 - a. Personnel shall wash and rinse their outer gloves and remove them.
 - b. Personnel shall remove their hard hats and respirators and place on table.
 - c. Personnel shall remove their inner gloves and place them on table.
 - d. Personnel shall wash and rinse their face and hands.
 - e. Personnel shall carefully remove their personal bottle or cup from the cooler to ensure that their outer clothes do not touch any bottles, cups, etc.
 - f. The used bottle or cups shall not be returned to the cooler, but shall be placed in a receptacle or container to be cleaned or disposed of.
 - g. Personnel shall replace their respirators, hard hats, gloves and tape gloves prior to re-entering the hazardous zone.
 7. When personnel are working in situations where the ambient temperatures and humidity are high--and especially in situations where protection Levels A, B, and C are required--the SO must:
 - a. Assure that all employees drink plenty of fluids ("Gatorade" or its equivalent);
 - b. Assure that frequent breaks are scheduled so overheating does not occur; and
 - c. Revise work schedule, when necessary, to take advantage of the cooler parts of the day (i.e., 5:00 a.m. to 1:00 p.m., and 6:00 p.m. to nightfall).

B. COLD STRESS

1. Whole-body protection shall be provided to all site personnel that have prolonged exposure to cold air. The right kind of protective clothing shall be provided to site personnel to prevent cold stress. The following dry clothing shall be provided by the CONTRACTOR as deemed necessary by the SO:
 - a. Appropriate underclothing (wool or other);
 - b. Outer coats that repel wind and moisture;
 - c. Face, head, and ear coverings;
 - d. Extra pair of socks; Insulated safety boots; and
 - e. Glove liners (wool) or wind- and water-repellant gloves.
2. The SO shall use the equivalent chill temperature when determining the combined cooling effect of wind and low temperatures on exposed skin or when determining clothing insulation requirements.
3. Site personnel working continuously in the cold are required to warm themselves on a regular basis in the on-site hygiene facility. Warm, sweet drinks shall also be provided to site personnel to prevent dehydration. The SO shall follow the work practices and recommendations for cold stress threshold limit values as stated by the 1991-1992 *Threshold Limit Values for Chemical Substances and*

Physical Agents and Biological Exposure Indices by the American Conference of Governmental Industrial Hygienists or equivalent cold stress prevention methods.

PART 10 LOGS, REPORTS AND RECORD KEEPING

A. SECURITY LOG

1. A daily log of security incidents and visitors granted access to the site shall be maintained, as well as a log of all personnel entering and exiting the site.
2. All approved visitors to the site shall be briefed by the SO on safety and security, provided with temporary identification and safety equipment, and escorted throughout their visit. Site visitors shall not be permitted to enter a hazardous work zone.
3. Project site shall be posted, "Warning: Hazardous Work Area, Do Not Enter Unless Authorized", and access restricted by the use of a snow fence.

B. SAFETY LOG

1. The CONTRACTOR's SO shall maintain a bound safety logbook. The log shall include all health and safety matters onsite and include, but not be limited to, the following information:
 - a. Date and weather conditions onsite;
 - b. A description of the proposed work for the day;
 - c. Times when site personnel arrive and depart;
 - d. Air monitoring data;
 - e. Heat and/or cold stress monitoring;
 - f. Decontamination procedures;
 - g. Type and calibration of air sampling/monitoring equipment used;
 - h. Safety meeting summaries; and
 - i. Accidents.

C. EMERGENCY OR ACCIDENT REPORT

1. Any emergency or accident shall be reported immediately to the SO. The ENGINEER shall also be notified. The CONTRACTOR shall submit a written report immediately, but no later than 24 hours of its concurrence. The report shall include, but not be limited to, the nature of the problem, time, location, areas affected, manner and methods used to control the emergency, sampling and/or monitoring data, impact, if any, to the surrounding community, and corrective actions the CONTRACTOR shall institute to minimize future occurrences. All spills shall be treated as emergencies.

D. DAILY WORK REPORT

1. The CONTRACTOR shall maintain a daily work report that summarizes the following:
 - a. Work performed,
 - b. Level of protection,
 - c. Air monitoring results,
 - d. Safety-related problems, and
 - e. Corrective actions implemented.

PART 11 POSTING REGULATIONS

A. GENERAL

1. The CONTRACTOR shall post signs at the perimeter of the Exclusion Zone that state "Warning, Hazardous Work Area, Do Not Enter Unless Authorized." In addition, a notice directing visitors to sign in shall be posted at the project site. Also, the CONTRACTOR shall post a sign stating that any questions about the site should be directed to the New York State Department of Environmental Conservation.
2. Safety regulations and safety reminders shall be posted at conspicuous locations throughout the project area. The following safety regulations and safety reminders are at a minimum to be posted around the job site.

SAFETY REGULATIONS
(To be Posted for Project Personnel)

3. The main safety emphasis is on preventing personal contact with gases, soils, sludge and water. Towards that end, the following rules have been established.

B. REGULATIONS

1. Eating on the site is PROHIBITED except in specifically designated areas.
2. All project personnel on the site must wear clean or new gloves daily.
3. If you get wet to the skin, you must wash the affected area with soap and water immediately. If clothes in touch with the skin are wet, these must be changed.
4. You must wash your hands and face before eating, drinking or smoking.
5. Observe regulations on washing and removing boots before entering the dressing room or a clean area and showering before going home.

C. RECOMMENDATIONS

1. Do not smoke with dirty hands.
2. Check for any personal habit which could get soil or water into your body.

Examples: food off your fingers, wiping your face or nose with a dirty hand or running a dirty hand through your hair.

3. Check that any regularly worn clothing is clean. Examples include dirty watchbands, neck chains and a dirty liner on your safety helmet. Safety practices with poisonous chemicals can be summed up with a few words:

Don't breathe in chemical odors and don't touch the water, soil, and sediments.

If you do get dirty or wet, clean up as soon as possible.

SAFETY REMINDER FOR TOXIC CHEMICALS
(To be Posted for Project Personnel)

4. Chemicals can't cause problems unless you breathe them, eat them, or put them on your skin.

D. CHEMICALS IN GASES, SOILS, SEDIMENTS, AND WATER

1. Don't let them go into your mouth, nose, or stay on your skin.

E. USE COMMON SENSE PERSONAL HYGIENE.

1. Don't eat or drink on the site.
2. NO smoking in the area of work.
3. Wear protective clothing.
4. Glove liners must be clean.
5. Wash your hands whenever practical. Wash before eating, drinking, or smoking.
6. Don't carry chemicals home to your family. (For example, on clothing, mud in the car, dirty hands.)
7. Follow strictly the HASP.

PART 12 COMMUNITY PROTECTION

A. GENERAL

1. The CONTRACTOR shall develop, as part of this HASP, a Community Protection Plan (CPP). The CPP shall outline those steps which the CONTRACTOR shall implement to protect the health and safety of surrounding human population and the environment. The standard Contingency Plan should be incorporated into the Community Protection Plan.

B. SPILL RESPONSE

1. The CONTRACTOR shall produce a Spill Response Plan, also coordinated with local officials, in case of an off-site spill of either liquid or solid wastes. The plan shall include transportation routes and times, as well as arrangements for cleanup and decontamination measures. The driver shall be supplied with Material Safety Data Sheets (MSDSs), a 24-hour emergency phone number, and instructions for reporting emergencies to local agencies and the project site.

C. CONFINED SPACE WORK

CONTRACTOR's work may require entry into confined spaces. Confined space work shall be conducted in accordance with CONTRACTOR's "Permit Required Confined Space" program. CONTRACTOR's bid shall include all costs necessary to perform the work in accordance with these requirements.

As part of the entry program, the ENGINEER WILL:

1. Brief the CONTRACTOR regarding any hazards identified and the ENGINEER's experience, if any, with the confined space which makes the space a "permit required confined space."
2. Advise the CONTRACTOR of any precautions or procedures that have been implemented if previous work was performed in the confined space.
3. Observe entry operations of the CONTRACTOR.
4. Debrief the CONTRACTOR at the conclusion of the entry regarding the conditions and any hazards which may have been encountered during the confined space work.

*** END OF SECTION ***

SECTION 01425
TESTING

PART 1 GENERAL

1.01 PERFORMANCE REQUIREMENTS

- A. The CONTRACTOR shall provide all labor, materials, equipment and incidentals required to collect, preserve, handle, transport, analyze, and report sample results related to the following:
 - 1. Dredging Water Column Monitoring (See Specification 02200)
 - 2. Processing and Treatment Area Water Discharge Monitoring (See Specification 13100)
 - 3. Post-Dredging Sediment Confirmatory Testing - Lake (See Specification 02200)
 - 4. Post-Excavation Sediment Confirmatory Testing - Willetts Creek (See Specification 02250)
 - 5. Solids Disposal Testing (See Specification 13200)
 - 6. Lake Bottom Bulkhead Backfill Material Testing (See Specification 0220)
 - 7. Noise Level Monitoring (See Specification 01392)
 - 8. Other
- B. CONTRACTOR shall employ the services of a qualified independent testing laboratory, or laboratories, approved by the ENGINEER to perform the testing.
- C. Employment of laboratory shall, in no way, relieve CONTRACTOR of obligations to perform work.

1.02 LABORATORY QUALIFICATIONS

- A. Meet basic requirements of ASTM E329.
- B. Authorized to operate in New York State.
- C. Certified by the New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) at the Analytical Services Protocol (ASP) level for each analysis to be performed.
- D. Field testing equipment shall be calibrated at reasonable intervals by devices of accuracy traceable to either:
 - 1. National Bureau of Standards.
 - 2. Accepted values of natural physical constants.

1.03 LABORATORY DUTIES

- A. Cooperate with ENGINEER and CONTRACTOR; provide qualified personnel to perform Work after Notice to Proceed.
- B. Provide the necessary sample containers, with preservatives as required by Project-specific analytical methodologies.
- C. Perform inspections, secure samples, and test materials.
 - 1. Comply with specified standards.
 - 2. Ascertain compliance of materials with Contract Documents.
- D. Promptly notify ENGINEER and CONTRACTOR of observed irregularities or deficiencies of samples, equipment, materials, analyses, or problems encountered meeting required detection limits.

E. Promptly submit written report of each test and inspection within required turnaround time. One copy of each report shall be submitted to ENGINEER and to CONTRACTOR, and one copy to record document file. Each report shall include following.

1. Date issued.
2. Project title and number.
3. Testing laboratory name, address, telephone number, and contact person.
4. Name and signature of laboratory inspector.
5. Date and time of sampling or inspection.
6. Record of ambient temperature conditions (if test performed in field).
7. Date of test.
8. Identification of type of test (per Section 1.01.A of this Specification).
9. Sample medium and location (using approved station location system).
10. Test method.
11. Results of tests, with any qualifiers.
12. Interpretation of results, when requested by ENGINEER.

F. Perform additional tests as required.

1.04 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of CONTRACTOR's Work.
3. Perform duties of CONTRACTOR.

1.05 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel and provide access to Work.

B. Collect samples and perform field filtering, field measurements (turbidity in NTU units, pH), onsite analyses (settleable solids), compositing and splitting as outlined in the specifications.

C. Verify that laboratory submits copies of analytical test reports to ENGINEER, and that reports are received in a timely manner.

D. Furnish incidental labor and facilities.

1. Provide access to Work to be tested.
2. Obtain and handle samples at Project site.
3. Facilitate inspections and tests.
4. Store test samples.
5. Transport samples promptly to laboratory under chain of custody protocols to ensure that required turnaround time for results is met.
6. Determine proper usage/disposal options for removed sediments based upon test results, and subject to ENGINEER's approval.

E. CONTRACTOR shall make arrangements with the laboratory for proper disposal of the samples after testing.

F. CONTRACTOR shall be responsible for calculating mass loadings for water discharges from the processing and treatment system in accordance with the NYSDEC discharge criteria.

1.06 SUBMITTALS

- A. CONTRACTOR shall prepare a site-specific Quality Assurance Project Plan (QAPP) which addresses sample collection and analysis procedures. The QAPP shall be submitted with the Work Plan. The QAPP shall conform to relevant protocols outlined in NYSDEC's Technical and Administrative Guidance (TAGM) memos. The contents of the QAPP shall be consistent with EPA guidance as outlined in *EPA QA/G-5: Guidance for Quality Assurance Project Plans*, February 1998, EPA/600/R-98/018. This document can be obtained online at <http://es.epa.gov>. Select link to NCERQA Research Opportunities, then link to Quality Assurance, then link to EPA Quality System Documents. In addition, the QAPP shall include the resume of CONTRACTOR's Project chemist, who shall not be affiliated with the analytical laboratory.
- B. Proposed analytical laboratories, including a copy of the laboratory's QA/QC Plan.
- C. Analytical Data Reports, including:
 - 1. Form I data and laboratory QA/QC results (i.e., blanks, MS/MSD, surrogate recovery, laboratory duplicates) for expedited turnaround reports.
 - 2. ASP Category B deliverables only for specified sediment samples.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 QUALITY CONTROL

- A. CONTRACTOR shall notify ENGINEER at least 3 days prior to sediment sampling and shall provide one day notice prior to all other sampling activities. ENGINEER will approve all sample locations prior to sampling, and shall be present during sampling.
- B. Analytical methods and procedures for all sampling shall be as detailed in the QAPP.

3.02 SAMPLE COLLECTION AND ANALYSIS

A. Dredging Water Quality Monitoring

- 1. Compliance Monitoring - If and when the 20 mg/l above background TSS action level is exceeded, or as otherwise directed by ENGINEER, CONTRACTOR shall collect filtered and unfiltered water samples at the upstream, the sentinel and the compliance sensor locations. Filtering shall be done through a 1.0 micron filter at the time of sampling and prior to sample preservation.
 - a. Analyze the unfiltered sample for Total Cadmium and Total Suspended Solids (TSS) and for field turbidity (NTUs).
 - b. Analyze the filtered sample for Dissolved Cadmium.
 - c. Analytical methods and deliverables shall be the same as used for the Water Discharge Monitoring, except that the detection limit for cadmium shall be no greater than 1 ug/l.
 - d. Analyses shall be completed and final results reported within 24 hours of sampling.
- 2. Documentation monitoring - CONTRACTOR shall routinely collect unfiltered and filtered water samples every 5 Work days at the compliance sensor location during dredging. CONTRACTOR shall collect the water samples using a Kemmerer bottle sampler (or equivalent) at a mid-depth level, or as

otherwise directed by ENGINEER. Filtering shall be done through a 1.0 micron filter at the time of sampling and prior to sample preservation.

- a. Analyses, detection limits, and deliverables shall be the same as specified above for the compliance samples, except that analyses shall be completed and final results reported within 5 days of sampling.

B. Processing and Treatment Area Water Discharge Monitoring

1. CONTRACTOR shall collect unfiltered or filtered samples, as required, of the treated water in accordance with the Discharge Monitoring requirements specified in the NYSDEC discharge criteria established for this Project. Filtering shall be done through a 1.0 micron filter at the time of sampling and prior to sample preservation. Monitoring or sampling rates are as follows:

- a. Continuously - flow rate (flow meter)
- b. Daily - Settleable Solids (analyzed onsite)
- c. Weekly - pH (field), TSS, TDS, Total Cadmium, and Total Iron
- d. Monthly - Dissolved Aluminum, Total Chromium, Cyanide amenable to chlorination, Total Lead, and Total Zinc

2. Water samples shall be analyzed using the following standard EPA methods, or DEC methods, as approved by the DEPARTMENT:

- | | | |
|----|-------------------------|-------------------------------------|
| a. | Aluminum (Dissolved) | ICP, EPA Method 200.7 |
| b. | Cadmium (Total) | ICP, EPA Method 200.7 |
| c. | Chromium (Total) | ICP, EPA Method 200.7 |
| d. | Lead (Total) | ICP, EPA Method 200.7 |
| e. | Iron (Total) | ICP, EPA Method 200.7 |
| f. | Zinc (Total) | ICP, EPA Method 200.7 |
| g. | Cyanide | EPA Method 335.2 |
| h. | Solids, Total Dissolved | Standard Methods (18th Ed.) - 2540C |
| i. | Solids, Total Suspended | EPA Method 160.2 |
| j. | Settleable Solids | EPA Method 160.5 (performed onsite) |

3. Detection limits shall be no greater than one-half the Daily Maximum Discharge Limitation concentrations listed for Outfall 001 in the Project-specific NYSDEC Effluent Limitations and Monitoring Requirements for Willetts Creek, a Class C receiving water body. A copy of the Requirements is attached.
4. Analyses shall be completed and final results reported with a maximum 5 day turnaround period.
5. CONTRACTOR shall calculate mass loadings (lbs/day) each sampling event for each analyte, except pH, and forward results to ENGINEER.
6. CONTRACTOR shall prepare a calendar schedule for all discharge-related sampling and analyses, and submit it to ENGINEER before start of processing system operations.

C. Post-Dredging Sediment Confirmatory Testing - Lake

1. CONTRACTOR shall collect confirmatory samples in the lake and lagoon at locations specified by ENGINEER after the grade limits are reached to determine if Additional Dredging is necessary. All confirmatory sampling will be done in ENGINEER's presence, and under direction of ENGINEER.
2. All sampling shall be done before any turbidity barrier is relocated.

3. Collect samples with a small ponar dredge at a rate of one sample per 10,000 square feet, plus one sample within 10 feet of the shoreline at each bordering residence, one sample within 10 feet of the bulkhead at a maximum 100 foot spacing along the south side of the lake, and 5 samples in the lagoon. At each location, three discrete subsamples shall be collected in an approximately 5-foot triangular pattern and immediately composited. The center of the triangle shall be staked for future reference until analytical results are reviewed by ENGINEER. Properly labeled and dated splits of the composite samples shall be given to ENGINEER.
4. CONTRACTOR shall collect and analyze a minimum of one duplicate sample for every ten (10) sampling locations. Additional duplicate samples may be required at the request of ENGINEER.
5. CONTRACTOR shall analyze each composite sample for Total Cadmium, and report results on dry weight basis. Analysis shall be standard EPA Method 200 series, or DEC methods, as approved by the DEPARTMENT. The detection limit for cadmium shall be a maximum of 1 ppm.
6. Analyses shall be completed and final results reported within 48 hours of sampling.
7. Objective is to verify that the material containing cadmium has been removed to acceptable levels (1 ppm) as stipulated in the Record of Decision (ROD) for the Site.
8. Analytical report shall include Category B deliverables.

D. Post-Excavation Sediment Confirmatory Testing - Willetts Creek

1. CONTRACTOR shall collect confirmatory samples in Willetts Creek at locations specified by ENGINEER after the required sediment is removed. All confirmatory sampling will be done in ENGINEER's presence, and under direction of ENGINEER.
2. All sampling shall be done before creek diversion and any turbidity barrier is relocated.
3. Collect samples with a small hand auger at a rate of one sample per 100 feet, with a minimum of 3 samples collected in the northernmost excavation area, and 3 samples in the area south of the foot bridge. At each location, three discrete subsamples shall be collected in an approximately 5-foot triangular pattern and immediately composited. The center of the triangle shall be staked for future reference until analytical results are reviewed by ENGINEER. Properly labeled and dated splits of the composite samples shall be given to ENGINEER.
4. CONTRACTOR shall collect and analyze a minimum of one duplicate sample. Additional duplicate samples may be collected at the request of ENGINEER.
5. CONTRACTOR shall analyze each composite sample following the same methods and requirements as used for the lake bottom sediments.
6. Analyses shall be completed and final results reported within 48 hours of sampling.
7. Objective is to verify that the material containing cadmium has been removed to acceptable levels (9 ppm) as stipulated in the Record of Decision (ROD) for the Site.
8. Analytical report shall include Category B deliverables.

E. Solids Disposal Testing

1. CONTRACTOR shall collect and analyze samples in accordance with requirements of the approved Disposal Facility and the applicable State and Federal requirements. CONTRACTOR shall include

the Disposal Facility's sampling and analytical requirements into the QAPP. CONTRACTOR shall provide a copy of analytical results to ENGINEER prior to transporting sediments.

2. In addition to the Disposal Facility's requirements, CONTRACTOR shall collect a single composite sample daily from both the processed sand and gravel stockpile and the filter press silt waste streams. Each sample shall be a composite of grab samples collected hourly from the two waste streams by CONTRACTOR. Each composite sample shall be representative of the entire day of processing operations. Sample splits shall be given to ENGINEER.
3. The two composite samples shall be analyzed for Total Cadmium, as directed by ENGINEER, using the same methods, detection limits, and turnaround time as specified for the bottom sediment samples, except that duplicates and Category B deliverables are not required for the testing of the processed material.
4. In addition, CONTRACTOR shall test each filter press composite sample daily for percent water by weight by ASTM Method D2216, or approved equivalent, to verify that the dewatered material has attained the required minimum 45 percent solids content (maximum 55 percent water content). CONTRACTOR shall report results to ENGINEER no later than 16 hours after sampling.

F. Lake Bottom Bulkhead Backfill Material Testing

1. CONTRACTOR shall analyze one representative sample of the backfill material proposed for use at the base of the lake perimeter bulkheads to verify that the material is not contaminated with environmentally deleterious components. Analysis shall be full NYSDEC ASP Target Compound List (TCL) and Target Analyte List (TAL) analyzed per CLP.
2. CONTRACTOR shall name the borrow source, identify its location, indicate owner's name, present a signed certification that the material is not contaminated, describe the sampling method and date, and present analytical results to ENGINEER for approval before bringing the material onsite.
3. Failure to meet these requirements may result in rejection of the material for onsite use at CONTRACTOR's expense.

G. Noise Level Monitoring

1. CONTRACTOR shall monitor the noise level at the construction limit as shown on the drawings a minimum of twice per day in a minimum four different directions or more if warranted due to complaints from residents. Measurements shall be made at the times of greatest noise impact. CONTRACTOR shall record the activities underway and ambient weather conditions at the time of monitoring.
2. The noise level shall be maintained below 50 dB at the perimeter of the site or as set forth in requirements by the local zoning ordinance.
3. Noise monitoring equipment shall be available on-site at all times.
4. The CONTRACTOR shall submit daily, the levels and locations of the noise monitoring results.

H. Other

1. Other sampling and testing required by ENGINEER during the Work, such as characterization of new and used construction materials and verification that the restored subgrade in the former work areas and decontaminated equipment are not contaminated, is specified elsewhere or will be managed on a case-by-case basis during construction.

2. Air testing for health and safety purposes is addressed in Section 01392.

3.03 QUALITY ASSURANCE TESTING

- A. Sample splits and other samples collected at ENGINEER'S discretion may be analyzed by ENGINEER to confirm analytical results provided by CONTRACTOR. Analytical results will be compared to results obtained by the CONTRACTOR. Any sample locations where results do not conform will be resampled by CONTRACTOR as required by the ENGINEER to determine the appropriate course of action to meet Project requirements.
- B. Any conflicting results will be reviewed and discussed by the DEPARTMENT, ENGINEER, and CONTRACTOR. Additional actions, if determined necessary, may include modifications to, or stoppage of, the affected Work activities until conflicting issues are resolved.

* * * END OF SECTION * * *

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents, as described below and, upon completion of the Work, transfer the recorded changes to a set of Record Documents, as described below.
- B. Related Work
 - 1. The General Conditions, Special Conditions, if any, and all other terms and provisions of the Contract are included as a part of this Section.
 - 2. Other requirements affecting Project Record Documents may appear in pertinent other Sections of these Specifications.

1.02 SUBMITTALS

- A. The CONTRACTOR shall submit and sign their daily reports. These reports will become part of the project records after sign-off.
- B. The ENGINEER's approval of the current status of Project Record Documents may be a prerequisite to the ENGINEER's approval of requests for progress payment and request for final payment under the Contract.
- C. Prior to submitting each request for progress payment, secure the ENGINEER's approval of the current status of the Project Record Documents.
- D. Prior to submitting request for final payment, submit the final Project Record Documents to the ENGINEER and secure his approval.

1.03 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Record Documents to one person on the CONTRACTOR's staff.
 - 1. Accuracy of Records:
 - a. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
 - b. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.
 - 2. Make entries within 24 hours after receipt of information that the change has occurred.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.
- B. In the event of loss of recorded data, use means necessary to again secure the data to the ENGINEER's approval.
 - 1. Such means shall include, if necessary in the opinion of the ENGINEER, removal and replacement of concealing materials.
 - 2. In such case, provide replacements to the standards originally required by the Contract Documents.

PART 2 PRODUCTS

2.01 RECORD DOCUMENTS

- A. Job set: Promptly following receipt of the DEPARTMENT's Notice to Proceed, secure from the ENGINEER at no charge to the CONTRACTOR one complete set of all Documents comprising the Contract.

PART 3 EXECUTION

3.01 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of the job set described above, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET".
- B. Preservation:
 - 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the ENGINEER.
 - 2. Do not use the job set for any purpose except entry of new data and for review by the ENGINEER, until start of transfer of data to final Project Record Documents.
 - 3. Maintain the job set at the site of Work as that site is designated by the ENGINEER.
- C. Making Entries on Drawings:
 - 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
 - 2. Date all entries.
 - 3. Call attention to the entry by a "cloud" drawn around the area or areas affected. In the event of overlapping changes, use different colors for the overlapping changes.
- D. Make entries in the pertinent other Documents as approved by the ENGINEER.
- E. Conversion of Schematic Layouts:
 - 1. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items, is shown schematically and is not intended to portray precise physical layout.

- a. Final physical arrangement is determined by the CONTRACTOR, subject to the ENGINEER's approval.
 - b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items which are shown only schematically on the Drawings.
2. Show on the job set of Record Drawings, by dimension accurate to within one inch, the center line of each run of times such as are described above.
 - a. Clearly identify the item by accurate note such as "cast iron drain", "galv. water", and the like.
 - b. Show, by symbol or note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed", and the like).
 - c. Make all identification so descriptive that it may be related reliably to the Specifications.
 3. The ENGINEER may waive the requirements for conversion of schematic layouts where, in the ENGINEER's judgement, conversion serves no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the ENGINEER.

3.02 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
- B. Approval of recorded data prior to transfer:
 1. Following receipt of the transparencies described above, and prior to start of transfer of recorded data thereto, secure the ENGINEER's approval of all recorded data.
 2. Make required revisions.
- C. Transfer of data to other Documents:
 1. If the Documents other than Drawings have been kept clean during progress of the Work, and if entries thereon have been orderly to the approval of the ENGINEER, the job set of those Documents other than Drawings will be accepted as final Record Documents.
 2. If any such Document is not so approved by the ENGINEER, secure a new copy of that Document from the ENGINEER at the ENGINEER's usual charge for reproduction and handling, and carefully transfer the change to the new copy to the approval of the ENGINEER.
- D. Review and submittal:
 1. Submit the completed set of Project Record Documents to the ENGINEER as described above.
 2. Participate in review meetings as required.
 3. Make required changes and promptly deliver the final Project Record Documents to the ENGINEER.

3.03 CHANGES SUBSEQUENT TO ACCEPTANCE

- A. The CONTRACTOR has no responsibility for recording changes in the Work subsequent to Final Completion, except for changes resulting from work performed under Warranty.

*** END OF SECTION ***

SECTION 01730
PROJECT PHOTOGRAPHS

PART 1 GENERAL

1.01 SUMMARY

- A. The CONTRACTOR shall engage the services of an experienced commercial photographer, approved by the ENGINEER, to take color video recordings and color photographs of the job. The photographer will be required to take preliminary photographs and video recordings of the Site prior to the commencement of Work as directed by the ENGINEER. Subsequent photographs and video recordings as determined by the ENGINEER shall be taken during the construction phase. The cost of all work materials and equipment necessary to perform the photography and video recordings, development and presentation as outlined in this specification for Project Photography will be included in the lump sum price for Mobilization/Demobilization Bid-Schedule of Prices.

1.02 SUBMITTALS

- A. The photographer shall take a total of two hundred and fifty (250) photographs; for the purposes of this section a photograph shall be defined as one exposure. The Department shall reserve the right to reject any photograph that is not clear or definitive. Any photograph so rejected shall be subtracted from the total exposures before computation for credit under this Section.
- B. Two 5" x 7" glossy prints, original 35mm negative, and two 35mm slides of each photograph shall be submitted in hard back 3-ring binders to the ENGINEER. The prints, slides and negatives shall be mounted in 8-1/2" x 11" plastic sheets suitable for inserting in the binders. The following information shall be indelibly printed on the reverse side of each print, and referenced on an index sheet for the negatives and slides:
- Project Name
 - Contract Number and Description
 - Date of Photography, Department Witness
 - Photo Number

Prints of each acceptable photograph shall be transmitted directly to the ENGINEER by the photographer within one week after the photograph is taken.

- C. The photographer shall take one hour of video per each visit to the site. Time and date stamps shall be included on all videos. A separate video tape shall be used for each visit. Each video shall include narration of the activity recorded, date, time, and name of videographer.
- D. Two copies of each video shall be submitted to the ENGINEER within one week of video taping. The videos shall be VHS video cassettes. The following information shall be indelibly printed on the video casing:
- Project Name
 - Contract Number and Description
 - Date of VideoTaping, Department Witness
 - Features and Activity being recorded

1.03 QUALITY ASSURANCE

(Not Used)

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

- A. The photographer shall visit the site once per month to take photos and videos as directed by the ENGINEER.
- B. The photographer may be required to take photos and videos not only of the construction to be completed under this Project, but also other locations within the Project Site as directed by the ENGINEER.

*** END OF SECTION ***

SUPPLEMENTARY SPECIFICATIONS

DIVISION 2

Site Work

SECTION 02100
SITE ACCESS

PART 1 GENERAL

1.01 Descriptions

- A. CONTRACTOR's access over public and /or private properties is limited to that which is herein described.
- B. Access to work areas for this project is extremely limited.
- C. All necessary excavation backfilling and grading from borrow sources is included.
- D. All necessary support of excavation and adjoining structures is included.
- E. All control and management of surface and groundwater seepage is included.

PART 2 PRODUCTS

2.01 Materials

- A. Upon completion of the work, CONTRACTOR will restore all access areas to original "or better" condition subject to ENGINEER's approval.

PART 3 EXECUTION

3.01 Access/egress is limited as follows:

A. Lake:

1. CONTRACTOR is advised that NYSDOT Project #0113.26 entitled "New York state Route 27A Widening" will be under construction during Spring and Summer 1999, and that access to Lake Capri will be limited and closely monitored.
2. CONTRACTOR must adhere to all NYSDOT permit conditions.
3. CONTRACTOR is advised of the presence of shallow utilities, tile duct, and fiber optic cables on the shoulder of Route 27A.
4. CONTRACTOR shall protect utilities. CONTRACTOR is advised to use and include cost in bid for steel plates, 12" x12" timbers, or other materials of his choice to protect existing features and structures.
5. CONTRACTOR has limited Route 27A shoulder access before 6:00AM and after 4:00PM, Monday thru Saturday. Other access hours may be allowed after mobilization upon NYSDOT RESIDENT ENGINEER's approval, but are not guaranteed and the CONTRACTOR should not anticipate approval or other access times. Limited access from Willetts Creek into Lake Capri will be authorized as much as necessary to install, secure, monitor, then remove the dredge slurry pipeline and clean water return lines..
6. CONTRACTOR shall install minimum of two flagmen and appropriate signage when occupying any part of the shoulder of Route 27A.
7. No permanent storage or structures are permitted in the Lake access area.
8. Chain Link fence or other protection will be secured at all times by the CONTRACTOR.

B. Lagoon:

1. Via floating rafts from lake access area on north shoulder of Route 27A.
2. Limited crossing of the finger of land directly East of the Lagoon footbridge shall be authorized.

C. High School Treatment Area:

1. Via Route 27A north on Barberry Road into the Parking area.
2. South of the High School, CONTRACTOR shall maintain 24 hr/day, 7 days a week, an open, unblocked emergency accessway (15' wide minimum) from Barberry Road north along the parking lot's western border past the gymnasium all the way to the High School's north parking lot. CONTRACTOR is advised that this lane will be used for student egress off of school grounds at the end of each school day during the approximate period 2:30 pm to 3:15 pm.
3. CONTRACTOR is advised that, due to the treatment area's proximity to school athletic fields, periodically there may be soccer balls, lacrosse balls, or other recreational gear that inadvertently enter into the fenced work area. If this occurs, the CONTRACTOR shall secure the equipment, appropriately decontaminate it, and be prepared to return it to its rightful owner, upon demand, within 24 hours of discovery. Entrance into work area by persons seeking errant athletic equipment is not authorized and shall be monitored by CONTRACTOR's security guard.
4. CONTRACTOR shall restore all affected areas to the ENGINEER's satisfaction (parking area, roads, asphalt path, grassy fields, etc.).

D. Higbie Lane Staging Area (HLSA):

1. All necessary clearing, grubbing, and debris removal for this staging area is included.
2. Via curb cut off of Higbie Lane (if permit approval granted), otherwise from side road adjacent to northern property line of HLSA.
3. CONTRACTOR shall restore all affected areas to the ENGINEER's satisfaction.

E. Willetts Creek Excavation Areas:

1. Via Higbie Lane, then East on Sherman Avenue to West Islip Junior High School, then South around the school (not North) through two parking lots, then along the asphalt walkway to Willetts Creek to the East.
2. Work area is limited to creek bed plus strip of grassy field 50 feet west of woodline along creek .
3. CONTRACTOR shall restore all affected areas to the ENGINEER's satisfaction (parking area, roads, asphalt path, grassy fields, etc.).

F. Willetts Creek Discharge Line Corridor

1. CONTRACTOR has limited access to Willetts Creek and shall limit personnel traffic along the dredge slurry discharge corridor to only those necessary to install, secure and monitor the pipeline.
2. No excess clearing shall be conducted, only that necessary for accessing the corridor for the purpose of accessing the pipeline, and as approved by the ENGINEER.
3. Via Lake Capri (under masonry foot bridge)
4. Via High School Treatment Area
5. Via Ivy Court
6. CONTRACTOR shall restore all affected areas to the ENGINEER'S satisfaction.

* * * END OF SECTION * * *

SECTION 02200
SEDIMENT REMOVAL- LAKE CAPRI

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes the specifications for the operations related to the removal of the lake bottom sediment, primarily through hydraulic dredging with pipeline transport of the dredged material to the processing area. Other means of removal may be employed as necessary. The specifications for the solids separation and water treatment are included in Section 13100.

1.02 DEFINITIONS

- A. The following defines the terminology used in the specification:
1. **Additional Dredging:** Dredging conducted to remove Additional Sediment, in contrast to Re-Dredging which is removal of "missed" or "spilled" sediment remaining inside the original Limits of Dredging.
 2. **Additional Sediment:** Contaminated Sediment identified outside (below) the original Limits of Dredging and subsequently designated by ENGINEER for removal following review of the results from post-dredging confirmatory sampling.
 3. **Debris:** Pieces of tree branches, sunken logs, tree roots, wire, rope, tires, scrap steel, rip-rap, rocks, cobbles, bricks, boat moorings, sunken boat hulls, fishing gear, fish, and other materials that may inhibit hydraulic dredging and/or processing operations and therefore require separate removal and management.
 4. **Estimated Quantity:** In-place sediment volume calculated to be above and inside original Limits of Dredging.
 5. **Hydraulic Dredging:** Hydraulic dredging equipment and operations adapted to remove the surficial contaminated sediment particles without excessive overdredging of underlying clean material, excessive resuspension, and excessive spillage or re-deposition of the contaminated particles. Dredging in areas of shallower (e.g. less than two feet) water and physically restricted access, and debris removal may require different dredging equipment.
 6. **Limit(s) of Dredging:** Grade above which and lateral limits within which all material is to be removed. Original limits of dredging are defined in the contract documents and may be modified by ENGINEER following review of the pre-dredging survey. Final limits are confirmed by ENGINEER after all dredging is completed.
 7. **Obstructions:** Large materials, objects, and conditions not listed under debris, that hinder passage or operation of the dredging equipment. The presence of obstructions does not relieve CONTRACTOR of its obligation to remove the contaminated sediment.
 8. **Re-Dredging:** Dredging passes required after post-dredging sounding surveys indicate that sediment remains within the original Limits of Dredging. Re-dredging passes address "missed" or "spilled" material and are distinct from Additional Dredging passes which may be required after the post-dredging confirmatory sampling indicates that deeper dredging is necessary below the original Limits of Dredging.
 9. **Sediment:** Silt, sand, gravel, minor vegetative matter, small debris or any material located within the Limits of Dredging.
 10. **Spillage -** Contaminated bottom sediment that is disturbed by the dredge head but not removed on a given pass.
 11. **Work Zones:** Subareas where dredging will be performed as a continuous operation and that will serve as the basis for planning and tracking the Work. Work Zones will be delineated by floating boom and turbidity barriers. The location, size and shape of Work Zones to be determined by CONTRACTOR, subject to ENGINEER's approval.

- B. CONTRACTOR shall immediately bring to ENGINEER'S attention any apparent inconsistencies in these definitions and their use during the bidding process and during the subsequent Work.

1.03 SITE-SPECIFIC DREDGING REQUIREMENTS OF REGULATORY AGENCIES

- A. Meet applicable conditions and requirements of N.Y.S. Department of Environmental Conservation's (NYSDEC's) regulations, guidelines and policies pertaining to stream bank disturbance, floodplain management, freshwater wetlands, Water Quality Criteria, State water discharge criteria, spill management, urban erosion and sediment control, and waste transportation and disposal.
- B. Meet conditions and requirements of federal U.S. Army Corps of Engineers nationwide permit program, specifically nationwide permit number 38, Cleanup of Toxic and Hazardous Waste, under jurisdiction of Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. Meet conditions and requirements of federal Coastal Zone Management policy as implemented by the N.Y.S. Department of State. See copy enclosed in this specification.
- C. Meet conditions and requirements of NYSDOT for access to Lake Capri via Montauk Highway (Route 27A), per Section 02100 3.01.
- D. Meet conditions and requirements of local codes. CONTRACTOR is responsible for obtaining the necessary work-related permits and authorizations, such as curb cuts, truck weight allowances, hydrant use, electric power tie-in, building permits, and so forth.

1.04 SITE INFORMATION

- A. Site information is provided in the reference documents listed in Section IV, Article 5, Other Available Documents. These documents include relevant information regarding previous site investigations and treatability studies.
- B. Results of the most recent lake bottom soundings are shown on drawings. This data may differ from present site conditions and the actual conditions at the time of the Work. Lake water levels may change with season and relative inflow and outflow. Elevation datum may differ from that shown on the Drawings and shall be verified by CONTRACTOR.
- C. CONTRACTOR is cautioned that a lake water outfall is present at the south shoreline, and that outfall water quality must be protected.
- D. CONTRACTOR is cautioned that Work area is closely surrounded by private residential backyards that are off limits to CONTRACTOR's equipment and personnel. CONTRACTOR shall restrict its activities to the Work areas and access routes authorized by ENGINEER.
- E. CONTRACTOR is cautioned that snapping turtles inhabit the lake.

1.05 SEDIMENT REMOVAL SEQUENCE AND TIMING

- A. Hydraulic dredging may not commence before the following Work activities are complete:
 1. Submittal of a Dredging Operations Plan acceptable to ENGINEER.
 2. Satisfactory demonstration of the dredging location controls, including dredge head horizontal and vertical position fixing equipment, and installation of lake level staff gauge.
 3. Satisfactory demonstration of the radio-communications system between the dredge operator, monitoring control station, processing area, and field office, with link to ENGINEER'S field office.
 4. Satisfactory deployment of the turbidity barriers at the lake outfall.

5. Installation and satisfactory demonstration of the water quality monitoring system, including calibration results for turbidity meter(s), control station and boat launch.
6. Solids separation and water treatment system construction, start-up and shakedown to satisfaction of ENGINEER.
7. Complete fish eradication.

B. Dredging may not commence in a Work Zone until the following Work activities are complete.

1. ENGINEER's approval of Work Zone boundaries, corner coordinates, sediment removal sequence, and deployment of Work Zone turbidity barriers.
2. Pre-dredging removal of debris and vegetation, as necessary.
3. Completion of the pre-dredging survey and identification of any modifications required to the Limits of Dredging.
4. Confirmation that the water quality monitoring system is functioning.

C. CONTRACTOR shall sequence dredging in the lake and within each Work Zone in a manner that minimizes the potential for re-suspension and redistribution of the more highly contaminated silt layer, and overdredging of the underlying less contaminated sand and gravel layer.

D. Work Time - Work week (days) is limited to Monday through Saturday; no work on Sundays. Daily work time (hours) is limited to 7am to 7pm. Dredging rate (gpm), and daily production (cy/day) shall be coordinated with and reasonably match the rate of solids processing and water treatment operations.

E. CONTRACTOR shall build a minimum two week cushion into the dredging schedule to allow for the possibility of minor Additional Dredging without affecting the required completion date. Should the sediment removal not be completed by the specified date, CONTRACTOR shall at its cost, weather-proof and winterize equipment as necessary.

F. CONTRACTOR shall be responsible for completing sediment removal by the required date, and for all damages to the OWNER and the Project as a result of delays, standby of other contractors or equipment and any other damages attributable to late completion and as otherwise described in Section VI, Article 6, Contract Time. CONTRACTOR shall notify ENGINEER immediately if anticipated Work progress may result in delay of project completion.

1.06 SUBMITTALS

A. After NYSDEC notification of low bidder, the CONTRACTOR shall submit the following information:

1. Exceptions to the proposed Work as stated in the contract documents;
2. Name and qualifications of independent licensed hydrographic surveyor that will perform the pre-dredging and post-dredging sounding surveys, and any other subcontractors;
3. Proposals for alternate construction, if any, which go beyond the normal scope of "or equal" substitutions.

B. Prepare and submit a Dredging Operations Plan as part of the Work Plan. The Dredging Operations Plan will include the following (as applicable):

1. Specifications for proposed dredging equipment, including as may be applicable: number and type of dredge(s), cutter diameter(s) and width, dredge vessel dimensions and working draft, pump location and size, number of rigging winches and anchoring methods, noise mitigation equipment, type and location of production and turbidity monitoring instrumentation, and number and type of support vessels and equipment.
2. Qualifications, training and experience of dredging personnel with the specific dredge(s).

3. Proposed dredge operations layout and preliminary Work Zone delineations, including corner coordinates, plotted with site grid on Drawing Sheet 3 (electronic version in AutoCAD Release 14 format will be provided on disk to CONTRACTOR). Preliminary Work Zones shall be numbered to indicate the anticipated sequence of dredging, and annotated with the proposed dredging directions, anchor rigging, and locations of turbidity barriers deployed to control re-suspended sediment and migration during dredging.
 4. Specific means to deal with shallow water depth, irregular shoreline, islands and adjacent channels, lagoon, and debris.
 5. Specific means to remove sediment adjacent to the outfall structure without causing a downstream release of re-suspended sediments.
 6. Means to control and accurately document position of dredge head, including specifications for positioning and depth control equipment, and its precision.
 7. Means to minimize sediment re-suspension including engineering controls and instruments at dredge head, intended bank cut height per pass relative to cutter diameter and targeted thickness of sediment to remove, and advance rate.
 8. Proposed peak and average daily dredge production rates (cy/hr), pumping rates (gpm), area dredged (square feet/day), and percent solids (dry weight basis).
 9. Means to minimize re-suspended sediment migration, including sequencing and turbidity barrier details (type, length, depth, floats, anchors).
 10. Means to perform soundings and measure dredged volume (in place cubic yards).
 11. Means to transport debris from the lake to the processing area.
 12. Type and diameter of discharge lines, proposed typical layout including maneuvering loop, and method to deploy discharge pipe in the Willetts Creek corridor.
 13. Plans and specifications for the water quality monitoring system including instrumentation, real-time data acquisition / display system layout, and the monitoring control station.
 14. Specifications for on-site radio communications system.
 15. Layout and plans for temporary docks.
 16. Specifications for ENGINEER's inspection boats.
- C. The Dredging Operations Plan shall be approved by ENGINEER prior to commencement of sediment removal.
- D. CONTRACTOR shall notify ENGINEER of any significant changes to the Dredging Operations Plan before those changes are implemented.

PART 2 PRODUCTS

2.01 ENGINEER'S INSPECTION BOATS

- A. CONTRACTOR shall furnish two new work boats for ENGINEER's use during dredging and survey operations. Boats shall be 14-feet long, aluminum, wide-beam jon boats, suitable for intended purpose with one set of wooden oars and oarlocks for each boat. Equip each boat with four U.S. Coast Guard approved, jacket-type, front fastened, adult size, Personal Flotation Devices (life jackets). This is in addition to the Health and Safety (Section 01392) boat(s), and CONTRACTOR's service boat(s).
- B. At the conclusion of the Work, the two inspection boats and their associated equipment will become property of the NYSDEC, unless indicated otherwise by ENGINEER.

PART 3 EXECUTION

3.01 LAYOUT OF WORK & SURVEY CONTROLS

- A. CONTRACTOR shall subcontract an independent hydrographic surveyor, licensed in the State of New York and approved in advance by ENGINEER, to perform the pre-dredging and post-dredging sounding surveys.
- B. The ENGINEER will meet with the CONTRACTOR and his survey staff, including independent licensed hydrographic surveyor, before the pre-dredging survey commences to identify, establish, or review the horizontal control grid and vertical control datum that will be used for all the Work. The horizontal control grid shall coincide with the State Plane Coordinate System. CONTRACTOR shall not utilize any other horizontal or vertical control system during the Work.
- C. CONTRACTOR shall confirm site survey control point and datum and shall be solely responsible for establishing and providing accurate survey controls, grades and plats. CONTRACTOR shall maintain the established horizontal and vertical control, and layout and document the Work from these established references. CONTRACTOR shall be responsible for the accuracy of Work relative to established references. CONTRACTOR shall establish necessary line and grade references and use electronic position fixing and distance measuring equipment as required for accurate Work Zone and sediment removal control.
- D. CONTRACTOR shall install and maintain a water level staff gauge(s) in the vicinity of the lake outfall in order that lake levels can be readily determined from a distance. Gauge(s) shall indicate elevation in measurement units of feet and tenths of feet. Gauge and its location(s) shall be approved by ENGINEER before its installation.
- E. CONTRACTOR shall use electronic position fixing equipment to provide accurate real-time control of the dredge head's lateral and vertical position in the project's coordinate system while dredging preparation and operations are underway. Minimum accuracy of positioning shall be ± 3 feet for horizontal (x, y) and ± 0.25 feet for vertical (z). An on-line graphics display of position and hard copy capability is required. CONTRACTOR's electronic positioning system must be made accessible to the ENGINEER or his representative upon request. It must provide a continuous automatic update (and, preferable logging) of position in all weather conditions. Positioning system shall be compatible with project's coordinate system and is subject to ENGINEER's approval. CONTRACTOR shall demonstrate the effectiveness of the system and verify its accuracy before dredging commences.

3.02 PRE-DREDGING SURVEY

- A. Contract drawings are based on latest available bathymetry and sediment thickness (by piston core) surveys for the dates indicated on the drawings. The Estimated Quantity shown on the Unit Price Table is based on these surveys. CONTRACTOR shall perform a pre-dredging survey in each Work Zone for planning purposes, to confirm lake bottom depth and elevation including immediately adjacent to bulkheads, to assess the variability of these depths and elevations, and to provide a basis for determining pay volumes.
- B. Soundings shall be conducted by CONTRACTOR's approved independent hydrographic surveyor at no greater spacing than 50-feet, with accurate locations based on the approved horizontal and vertical control system. The survey sounding devices and data reduction methods shall be approved in advance by ENGINEER.
- C. CONTRACTOR shall also attempt to identify possible debris or obstructions appropriate for removal prior to dredging.
- D. CONTRACTOR shall give ENGINEER at least 7 working day advance notice for the survey. All sounding surveys shall be done in presence of ENGINEER, and preliminary sounding results given to ENGINEER within 12 hours of survey completion.
- E. CONTRACTOR shall forward a copy of its pre-dredging survey measurements and data, in hard copy and electronic format (AutoCAD Release 12.0 or later, and ASCII x, y, and z) to ENGINEER within 5 working

days of completing the survey for review and approval before start of dredging. The data shall include date, station, depth to soft silt, if any, depth to hard bottom, and elevations.

3.03 SEDIMENT REMOVAL PREPARATION

- A. Layout of Work - CONTRACTOR shall establish Work Zones for efficient layout, sequencing and execution of the dredging and monitoring operations. The maximum size for each Work Zone in the lake shall be approximately 2 to 3 acres so that the entire lake is comprised of 3 to 4 Work Zones, or as otherwise approved by ENGINEER.
- B. Marker Boom - CONTRACTOR shall delineate the Work Zone perimeter by a high visibility floating boom. The boom shall be maintained fixed in place for the duration of the dredging in that Work Zone. Establish and maintain additional temporary survey targets, markers and buoys for location and definition (color coded) of designated Work Zone limits for the duration of the Work.
- C. Containment - CONTRACTOR shall establish a turbidity barrier as necessary around the Work Zone with consideration to anticipated wind, waves, currents, and discharge line locations at the time of the dredging. Turbidity barrier shall be deployed in accordance with Section 02400 to prevent migration and re-distribution of re-suspended sediments outside the Work Zone.
- D. Debris and Vegetation Removal - As necessary, CONTRACTOR shall remove vegetation and known large debris that may interfere with dredging operations prior to hydraulic dredging in that Work Zone. No overhanging branches, trees or large roots greater than 1-inch in diameter along the shoreline shall be damaged or removed without prior authorization by ENGINEER.
- E. Water Quality Monitoring - CONTRACTOR shall verify that the water quality monitoring system is functioning properly before dredging.

3.04 SEDIMENT REMOVAL OPERATIONS

- A. General - CONTRACTOR shall not begin dredging until the pre-dredging survey and sediment removal preparation activities are complete. CONTRACTOR shall remove sediment by hydraulic dredging equipment and methods, supplemented by ancillary mechanical equipment and methods as necessary to excavate sediments from shallow areas and to remove debris. Dredge equipment shall be selected to minimize re-suspension and over-dredging, given the conditions that will be encountered.
- B. Dredge - The dredge shall be selected and operated to optimize removal of the contaminated sediment particles. CONTRACTOR shall document that the cutting head (if any) and suction are well-suited for minimizing and recapturing re-suspended sediments. CONTRACTOR shall optimize vertical position, cut depth, cutter rotation (if any), and movement (swing or advance) of the dredging head to prevent unnecessary re-suspension or spillage. CONTRACTOR shall avoid undercutting that could increase re-suspension and spillage. Rate of dredge advance shall be sufficiently slow to coincide with rate of sediment removal to prevent plowing and spillage. Rate of dredge production shall match processing area capabilities.
- C. Dredge Pumps - The dredge pumps shall be selected and operated to minimize excessive settling out in the discharge lines that could cause plugging. The use of booster pumps, if any, and their proposed location shall be approved in advance by ENGINEER. Use of booster pumps is discouraged if they significantly increase the overall system noise levels. Pumping rate shall be sufficient during dredging to minimize losses of re-suspended material away from the dredge head.
- D. Noise - Noise suppression devices, such as efficient mufflers, sound boards, and sound-deadening enclosures, shall be incorporated into the dredge plant as necessary to minimize noise disturbances to neighboring residents.

- E. Instrumentation - Dredge shall be equipped with an electronic turbidity sensor. The discharge pipelines shall be equipped with properly installed real-time flow and slurry density instrumentation to accurately measure dredge production rate (cy/hr) and aid in optimizing the dredging operation. CONTRACTOR shall demonstrate the proper operation of these instruments during the initial phases of the dredging program, and maintain them during the course of the Work. Instrument output shall be readily accessible to the dredge operator and ENGINEER.
- F. Communications - CONTRACTOR shall provide and maintain continuously an effective radio-communication system between the dredge operator(s), monitoring control station(s), processing area, and field offices.
- G. Dredging Depth - Remove sediment from Work Zones to the grade indicated on the drawings, or as indicated otherwise by ENGINEER. Remove all materials above specified grade within Limits of Dredging. Material removed from below grade or outside Limits of Dredging is not part of Work. There is no sub-grade elevation in this contract, unless requested by the ENGINEER. Removal of uncontaminated material is not an objective of the Work and is undesirable given the cost of disposal. Over-dredging is not to exceed 0.25 feet (3 inches). Over-dredging will not be paid, and may result in ENGINEER suspending dredging operation until the situation can be rectified.
- H. Multiple and Overlapping Passes - Provide sufficient passes of the dredging equipment to remove the targeted material with minimal spillage and mixing with the underlying material. Provide sufficient overlap of adjacent passes of the dredging equipment to prevent the formation of residual windrows of sediment material between passes. Optimize cut bank height and advance rate for each pass for efficient removal without spillage or plowing, taking into account bottom topographic variations.
- I. Penetrations into Sediment - Secure work platforms and necessary support equipment using the minimum number of spuds and anchors, and work to minimize the number of times the equipment must be re-positioned to minimize re-suspension. Work the dredge equipment in areas with sufficient draft to avoid the vessel stirring up bottom sediments.
- J. Turbidity Barriers - CONTRACTOR shall install and maintain turbidity barriers as shown on the Project Drawings to prevent the migration of re-suspended sediment away from the immediate Work Zone, particularly to areas already dredged or to the lake outfall. As a minimum, the barrier system will include two parallel rows of fixed, shore-to-shore concentric barriers spaced approximately 10 feet apart near the lake outfall structure, and a fully encircling line (with means for ingress/egress) of fixed turbidity barriers around the active Work Zone. CONTRACTOR shall install the outfall barriers before dredging. Fix and anchor the barriers to prevent ballooning and minimize movement that could stir up sediment. Turbidity barriers shall be sized, fixed and anchored to minimize disturbance of bottom sediments and ballooning, and located to avoid interference with dredge and discharge line maneuvering.
- K. Debris and Aquatic Vegetation - Remove debris and any aquatic vegetation which cannot be efficiently removed by the hydraulic dredging equipment using mechanical or other suitable equipment in a slow and careful manner that minimizes the amount of re-suspension and potentially contaminated runoff. Make no claims for delays attributed to the presence or removal of debris and aquatic vegetation. Transport debris and removed vegetation to the processing area in a manner approved in advance by ENGINEER.
- L. Obstructions - Immediately notify ENGINEER upon encountering an obstruction that may affect dredging progress. By-pass the obstruction after attempting to identify it and clearly marking its location. Move to another area, continue Work, and submit a plan to the ENGINEER for returning to the site of the obstruction to remove any remaining sediment, or the obstruction itself if necessary, from that area. No related claim will be entertained if the foregoing procedure is not followed.

M. Bulkheads and Other Shoreline Structures - CONTRACTOR shall provide ENGINEER with 7 working day notice of start of dredging immediately adjacent to any existing bulkhead or dock. CONTRACTOR is responsible for any damage to the existing structures resulting from the dredging operation. CONTRACTOR may wish to document the condition of such structures before commencing work in those areas. No structures shall be moved or removed without ENGINEER's prior approval.

N. Backfilling at Bulkheads - CONTRACTOR is HEREBY ADVISED that this work will most likely involve careful, deliberate, and controlled extensive manual labor in order to properly and cleanly offload backfill soils at the Route 27A access point, move the soils over water (land access IS NOT AVAILABLE) to the "water-side" of the bulkheads to be backfilled, and to carefully place the soil underwater up against the bulkheads without causing turbidity outside of a 20' radius from the work. CONTRACTOR should plan and bid the work accordingly.

Timing of this work is critical. Backfilling must occur within 4 hours of dredging at the base of each linear foot of bulkhead. CONTRACTOR shall place imported clean granular backfill immediately (within 5 feet) adjacent to and against the base of bulkheads where sediment is removed. The thickness of sediment to be replaced will equal the thickness removed, unless specified otherwise by ENGINEER. The length of impacted bulkheads and thickness to be removed will be verified and documented in advance by CONTRACTOR during the pre-dredging survey. The backfill shall be transported to the bulkhead via the waterway in a manner that does not disturb undredged sediments, and placed by hand with minimal sediment disturbance. Backfill material can consist of any of the offsite aggregates listed in Section 02800 tested for chemical constituents (Section 01425), subject to ENGINEER's approval.

O. Lake Level Adjustments - CONTRACTOR shall monitor and record lake levels on a daily basis during the Work, and immediately notify ENGINEER if lake level drops below the lake outfall weir. CONTRACTOR not raise lake levels to facilitate dredging without approval of ENGINEER.

3.05 POST-DREDGING SURVEYS AND DREDGING COMPLETION

A. Post-Dredging Sounding Survey - CONTRACTOR shall keep track of its dredging progress within a Work Zone and give ENGINEER 24 hour advance notice for expected completion of dredging or re-dredging. Upon apparent completion, CONTRACTOR's approved independent hydrographic surveyor shall perform a bottom sounding survey in a 50-foot grid pattern or tighter, including edges of the Work Zone and any other suspect areas as directed by ENGINEER, to verify and document that removal is complete. This information will be used in the calculation of the removed sediment volume for pay purposes. The sounding equipment shall include a means, approved by ENGINEER, to identify and quantify the thickness of any residual soft silt overlying the sand and gravel layer. All sounding surveys shall be done in presence of ENGINEER, and preliminary sounding results given to ENGINEER within 12 hours of survey completion. Areas that have not reached Limits of Dredging shall be re-dredged. CONTRACTOR shall give final printed and electronic copies (AutoCAD Release 12.0 or later, and ASCII x-y-z) of the sounding results to ENGINEER for review and approval. The data shall include date, station, depth to soft silt, if any, depth to hard bottom, and elevations. When dredging and any required re-dredging are complete, and upon approval by ENGINEER, CONTRACTOR shall perform the post-dredging confirmatory sampling.

B. Re-Dredging - If sediment remains within the Limits of Dredging, CONTRACTOR shall re-dredge the Work Zone as necessary to remove the sediment at its cost and to the satisfaction of ENGINEER, without overdredging.

C. Post-Dredging Confirmatory Sampling - CONTRACTOR shall collect confirmatory bottom samples from the lake, lagoon, and shoreline with a small ponar dredge at the specified frequency after the grade limits are reached to determine if Additional Dredging is necessary. All confirmatory sampling will be done in ENGINEER's presence and before any turbidity barrier is relocated. All sampling locations shall be staked temporarily after sampling until results are reviewed by ENGINEER. See Section 01425, Testing.

- D. Additional Dredging - Additional Dredging may be requested by ENGINEER following the receipt of the confirmatory sample analytical results. In this case, ENGINEER will specify a dredging area and grade limits (6-inch increments or less) for the Additional Dredging. CONTRACTOR shall perform the post-dredging sounding survey and confirmatory sampling for the Additional Dredging, using the same specifications followed previously, to verify that the Additional Dredging is complete and determine the total dredged volume.
- E. Completion of Dredging Work and Final Elevation Survey - CONTRACTOR will be given release for the Work Zone when it has successfully fulfilled the requirements of the Work, subject to re-evaluation if re-suspension or spillage from CONTRACTOR's work in an adjacent Work Zone may have re-contaminated the released Work Zone. CONTRACTOR shall prepare a map, at same scale as Sheet 3, contour interval 0.5 feet, showing final surveyed bottom elevations.
- F. CONTRACTOR is responsible for dredging, sampling and testing of sediments in areas where redistribution of contaminated sediment occurred because of excessive re-suspension or spillage and inadequate containment in an adjacent Work Zone.

3.06 SLURRY DISCHARGE PIPELINE

- A. Transport dredge slurry to the solids separation system in the processing area through proven water-tight, undamaged, high density polyethylene (HDPE) pipe appropriate for anticipated project conditions. Weld in accordance with manufacturer's recommendations for butt fusion methods by qualified fusion operators. Butt fusion equipment for joining procedures shall be capable of meeting conditions recommended by pipe manufacturer including, but not limited to, temperature requirements, moisture requirements, alignment, and fusion pressures. Maximum length of fused pipe to be handled as one section shall not exceed 400 feet. Use of alternate means or methods requires ENGINEER's approval.
- B. The discharge line shall extend up the Willetts Creek corridor. Discharge line shall be maintained on the creek bed between the two banks to avoid impacts to residents' backyard property. Secure line in an acceptable manner to prevent unnecessary movement or displacement during operation. Equip lines in deeper areas of lake with floats to prevent disturbance of bottom sediments and enable visual inspection. Access to the discharge line corridor shall use approved means along through approved routes.
- C. The line shall be sized and deployed to safely accommodate the maximum output of the pumping system, provide for adequate transport velocities, facilitate handling and minimize the potential for plugging. Do not bend pipe to greater degree than minimum radius recommended by manufacturer for type and grade, or subject pipe to strains that will over stress or buckle piping or impose excessive stress on joints.
- D. CONTRACTOR shall prevent leaking or spilling of dredge slurry from pipeline and connections. ENGINEER will shut down dredging operations if a leak occurs. CONTRACTOR shall inspect the full length of the dredge discharge line at least once every 4 hours of dredge operation. Special attention shall be paid to bends, major joints and other areas of potential concentrated wear.
- E. CONTRACTOR shall pressure test the lines and connections with air before slurry is pumped, and as necessary following repairs or modifications to the system. The ENGINEER shall be notified a minimum of 24 hours in advance of any line testing. CONTRACTOR shall provide all testing apparatus, including pumps, hoses, gauges, taps, plugs, drains, temporary connections, and fittings. All testing shall be performed in the presence of the ENGINEER. Lines shall be tested with air pressurized at 15 psi (gauge) for one hour, or using an alternate method approved by ENGINEER. If test results indicate that the pressure in the pipe drops by more than 1 percent for temperature corrected loss, the tested section shall be repaired or replaced to the satisfaction of the ENGINEER and at no additional cost. Repaired or replaced pipe shall be successfully pressure-tested.

- F. CONTRACTOR shall Discharge lines upstream of the lake and any booster pumps shall be provided with a means of secondary containment with collection sumps, or equivalent means of spill prevention and control approved by ENGINEER.
- G. The discharge lines shall be flushed to the processing area as necessary before dredging is suspended to minimize the potential for plugging upon re-start. Discharge lines shall be equipped with check valves to minimize backwash of slurry when dredge pumping is stopped or interrupted. In no event shall backwash be allowed to discharge outside an active Work Zone.

3.07 SPILL PREVENTION AND RESPONSE

- A. Take all necessary precautions to ensure leaks and spills do not occur as a result of CONTRACTOR's activities, particularly in the waterway. Such precautions shall include the provision and use of trained staff, proper equipment and materials, proper operations and maintenance procedures, proper equipment washing and decontamination procedures, regular inspections, frequent testing and maintenance of all equipment and materials, and the availability of appropriate spill response equipment.
- B. Place an oil boom around the dredge and have spill equipment readily available during all refueling activities.
- C. In the event of any leaks or spills of contaminant, eliminate the cause of the spill, immediately cease sediment removal activities as necessary, and commence cleanup of the spill or the leak. The CONTRACTOR shall ensure that adequate labor, materials and equipment are or can be made promptly available to quickly and effectively perform the cleanup.
- D. CONTRACTOR is responsible for remediating, at its cost, any cleaned or uncontaminated areas impacted by a spill.

3.08 WATER QUALITY MONITORING AND SHUT-DOWN CRITERIA

- A. CONTRACTOR shall monitor water quality continuously during dredging operations. Water quality monitoring consists of 3 modes: Work Zone, compliance and documentation monitoring.
- B. Work Zone monitoring - CONTRACTOR shall monitor the water quality in the vicinity of the Work Zone during the active dredging operation. This monitoring shall consist of visual inspection for evidence of a turbidity plume and mobile real-time turbidity sensors. A real-time turbidity sensor, such as OBS-3 turbidity meter or equivalent, calibrated to site-specific total suspended solids (TSS), shall be affixed to a float and trailed behind each active dredge. CONTRACTOR shall forward the results of the calibration to ENGINEER prior to dredging. Sensor output will be displayed real-time on a computer monitor on the dredge platform and at the control station, and shall be recorded electronically. This sensor will serve as an operational monitor to indicate sediment re-suspension immediately behind the dredge, and will complement the visual monitoring. The distance between the dredge and sensor may change, as directed by ENGINEER, based on actual operating conditions, but will start at 25 feet. In the event that the equivalent concentration of TSS measured at the trailing turbidity sensor in the Work Zone exceeds the background concentration by more than 20 mg/l (or approved NTU equivalent) for a 15-minute period, or that a visible increase in turbidity attributable to the dredging operation is observed:
 - at a greater level than normally expected based on the operations, or
 - 50 feet from the active dredging operation, or,
 - outside the Work Zone turbidity barrier,

the CONTRACTOR shall notify ENGINEER and take immediate action to reduce the amount of re-suspended sediment being generated by the dredging operation. ENGINEER may temporarily suspend Work if re-suspension is not immediately controlled.

- C. Compliance monitoring - CONTRACTOR shall monitor turbidity, real-time, at not less than three locations: two sensors at the outfall at the downstream end of the lake, and one "background" sensor at the mouth of the creek upstream. One of the downstream sensors (the "sentinel sensor") will be located in the anticipated water flow path between the two downstream turbidity barriers, and one (the "compliance sensor") shall be located downstream of the last barrier or curtain. Sensors shall be fixed in a stationary position suspended mid-level in the water column. All sensors shall be time-synchronized. Data shall be transmitted to the onshore control station where it will be displayed continuously on a computer monitor and recorded.
1. A sentinel sensor will be installed at the lagoon outfall when dredging is underway, unless there is no surface water outflow from the lagoon during dredging.
 2. In the event that the sentinel turbidity sensor indicates a TSS-equivalent concentration that instantaneously exceeds the background concentration by more than 20 mg/l (or approved NTU equivalent), or the compliance sensor indicates a TSS concentration in excess of 5 mg/l above background, an audible alarm will continue to signal at the control board until deactivated by the CONTRACTOR's monitoring technician. CONTRACTOR shall immediately notify ENGINEER. If the situation cannot be corrected within 15 minutes, dredging operations will be temporarily suspended until the cause of the exceedance can be determined and corrective actions taken, and turbidity exceedance water quality samples collected.
 3. When the 20 mg/l TSS action level is exceeded, CONTRACTOR shall collect a water sample at the background, sentinel and compliance sensor locations for laboratory analysis. See Section 01425 Testing. The samples shall also be analyzed in the field for turbidity.
 4. If the analytical results indicate that the sediment re-suspension may have caused or significantly contributed to the exceedance of any New York State Ambient Water Quality Criterion, ENGINEER will re-evaluate and modify turbidity and TSS action levels as necessary. Objective will be to provide controls so that dredging operations do not cause or significantly contribute to the exceedance of a water quality standard at levels above those reasonably expected from natural weather-related events or Project-specific effluent limitations.
- D. Documentation monitoring - CONTRACTOR shall routinely collect water samples at the compliance sensor location every 5 Work days during dredging for laboratory analysis. See Section 01425 Testing. The sample shall also be analyzed in the field for turbidity.
1. If the analytical results indicate that sediment re-suspension may have caused or significantly contributed to the exceedance of any New York State Ambient Water Quality Criterion, ENGINEER will re-evaluate and modify the monitoring program and turbidity and TSS action levels as necessary. Objective will be to provide controls so that dredging operations do not cause or significantly contribute to the exceedance of a water quality standard at levels above those reasonably expected from natural weather-related events or Project-specific effluent limitations.
- E. CONTRACTOR shall forward an electronic and hard copy of the monitoring data to ENGINEER on a daily basis at the end of each Work day.
- F. CONTRACTOR shall test the water quality monitoring system routinely, and as directed by ENGINEER, to verify that it is working properly.

3.09 DREDGING SUPPORT STRUCTURES

- A. Monitoring Control Station - CONTRACTOR shall install a secure, enclosed weather-proof, ventilated Control Station structure adjacent to the lake. The Control Station shall house components of the real-time water quality monitoring data acquisition and display system, be served by a quiet source of electricity, and

have space for a 6-foot table and monitoring and sampling supplies. Observation windows shall be included to provide unobstructed view of the lake.

B. Temporary Floating Docks

1. North Dock - CONTRACTOR shall construct a temporary floating dock near the lagoon at the north end of Lake Capri at a location designated by ENGINEER for use during dredging operations. The dock shall be approximately 5 ft by 12 ft, with a minimum of 4 ft of chain with lock and key, per boat.
2. South Dock - CONTRACTOR may at its cost, install a temporary floating dock(s) at the southeastern corner of Lake Capri adjacent to Route 27A. The maximum allowable dimensions are 10 feet wide by 50 feet long. Limited use of the adjacent Route 27A embankment is authorized, subject to ENGINEER's approval.
3. Docks shall not cause any turbidity or sediment disturbance. Presence of dock(s) does not relieve CONTRACTOR of requirement to dredge the lake bottom beneath and adjacent to the dock(s). No part of dock(s) may come within 12 inches of the sediment. CONTRACTOR shall submit "Dock Plans" with Work Plan for approval.

3.10 COOPERATION AND ASSISTANCE TO ENGINEER

- A. Cooperate with ENGINEER on inspection of Work and provide assistance requested. ENGINEER will be present during all dredging activities. Give ENGINEER sufficient advance notice of major activities.
- B. Furnish boats, dock space, access to dredging platform and monitoring stations, equipment, labor and materials forming ordinary and usual part of dredging system as may be reasonably necessary to observe the Work.

3.11 MONITORING OF WORK

- A. CONTRACTOR is responsible to monitor effectiveness and productivity of his own work on an ongoing basis.
- B. CONTRACTOR shall identify and demonstrate the effectiveness of proposed productivity monitoring methods prior to commencement of Work.

3.12 DECONTAMINATION

- A. CONTRACTOR shall properly decontaminate dredging equipment following the completion of the dredging activities. Refer to Health and Safety Plan (Section 01392).

3.13 RECORD KEEPING

- A. CONTRACTOR shall keep and maintain records of the following activities, and furnish copies to ENGINEER upon request:
 1. Detailed log of the Work Zones planned, in progress and completed. Information recorded for the completed Work Zones shall include but not be limited to: dates of sediment removal, Work Zone dimensions and corner coordinates, ENGINEER'S pre-dredging adjustments to dredging depths, dredging direction, water depth, sediment thickness, in-place sediment volume, significant debris removed, obstructions, extent and depth of any Additional Dredging passes, problems encountered, and corrective measures taken.
 2. Log of water quality monitoring results together with a record of any corrective actions taken

3. Log of dates and times of any failures of the turbidity barriers together with any corrective measures taken
4. Log of any spills and corrective actions taken.

B. CONTRACTOR shall keep careful records of the pre-dredging and post-dredging sounding measurements and all associated data, and include it in the final survey reports given to ENGINEER.

C. CONTRACTOR shall prepare a survey map of final lake bottom elevation contours.

3.14 SITE RESTORATION

- A. CONTRACTOR shall restore all affected onshore areas to pre-excavation conditions subject to ENGINEER'S approval. Repair or replace any damaged structures, and re-grade and re-seed as necessary. Backfilling of the lake bottom is not required for restoration, except adjacent to the existing bulkheads. See Site Restoration (Section 02600).

*** END OF SECTION ***

SECTION 02250
SEDIMENT REMOVAL- WILLETTS CREEK

PART 1 GENERAL

1.01 SUMMARY

- A. CONTRACTOR shall mobilize, clear, grub, excavate and export designated creek bottom soils, and restore all affected areas to the satisfaction of the engineer.
- B. The creek bottom excavation area will be laid out in detail in the field by the ENGINEER. The work area length along the creek bottom is as shown on the plans. The width is generally from the "center of flow line" (marked by the ENGINEER) westward to the edge of toe of creek bank. The depth of excavation shall be 6" unless otherwise directed by the ENGINEER.
- C. CONTRACTOR shall control storm and non-storm flows to divert all waters away from the excavation area.
- D. CONTRACTOR shall install acceptable erosion control measures downstream of the excavation area.
- E. CONTRACTOR shall supply low pressure, tracked and all-terrain vehicles; mud-mats; and temporary access roads and ramps as required to accomplish Willetts Creek excavation.
- F. CONTRACTOR shall conduct this work and complete restoration of the Creek work areas during the summer months while school is not in session: This time frame is July 1 through August 15, 1999.

PART 2 PRODUCTS

2.01 SUBMITTALS

- A. CONTRACTOR shall submit a Willetts Creek excavation plan as part of the Work Plan, which will include a creek erosion control plan, and creek flow diversion/pumping plan and obtain approval prior to start of work.

PART 3 EXECUTION

3.01 EXCAVATION

- A. The CONTRACTOR shall remove designated areas of sediments from Willetts Creek. The areas are depicted in the Drawing Plans and will be laid out by the CONTRACTOR and approved by the ENGINEER. The intent of the cleanup is to remove cadmium impacted sediments to minimize the amount of cadmium in the creekbed that could be bio-available to existing fish and wildlife in the creek and that could potentially be carried downstream to Lake Capri. Only creek areas within the creek bank will be excavated.
- B. It is the intent, where only portions of the creekbed cross-sections were shown to contain levels of cadmium above 9 ppm, to excavate and remove sediments to half the width of the creek. The CONTRACTOR shall install water retention/diversion structures and institute pumping as necessary to minimize inflow to the excavation area. Sediments will be removed and dewatered as necessary, and/or amended to reduce release of moisture sufficient for disposal requirements. Construction in Willetts Creek will be such to minimize disturbance of the creek bank and vegetation. CONTRACTOR shall visually monitor turbidity in the creek water immediately downstream of the active work area and institute control measures as necessary to maintain turbidity levels at background levels.

- C. Where the entire width of the creek bed requires removal, water flow diversion equipment will be used to divert flow around the area of excavation, sufficiently to complete work by minimizing inflow of water into the excavation area.
- D. Extent of necessary cleanup in areas of question will be resolved by the ENGINEER.
- E. Clearing shall be limited to brush and trees less than 6" in diameter. Large trees may be cleared on case-by-case basis with ENGINEER's approval.
- F. CONTRACTOR shall pick up and remove and properly dispose of litter, trash, garbage, junk, old shopping carts, debris, etc. encountered in the area of excavation in the creek bed and in the staging area adjacent to the creek bed, CONTRACTOR shall not simply move the debris from the work/staging area to adjacent non-work areas. CONTRACTOR shall include the cost of this work in his price for the Willetts Creek Excavation Work.

3.02 SITE SECURITY

- A. The CONTRACTOR will provide temporary site fencing to separate the creek excavation area from non-construction areas. During construction hours, no equipment will be left unattended. After hours, the CONTRACTOR will safely secure all equipment and post signage as necessary to prohibit entry to the construction area and equipment.
- B. The security personnel (security for operations area at the Islip Senior High School) shall use a watchman's clock to document the performance of security inspections to the creek construction area.

3.03 RESTORATION

- A. CONTRACTOR shall restore all affected shoreline areas to pre-excavation conditions subject to ENGINEER's approval and in accordance with Section 02600. Backfilling of the creek bed is not required for restoration.

*** END OF SECTION ***

SECTION 02300
SOIL STOCKPILE / STAGING AREAS

PART 1 GENERAL

1.01 SUMMARY

- A. All hazardous and non-hazardous soil from the solids processing system and all excavated soil from Lake Capri and Willetts Creek Excavation Area requiring gravity dewatering or temporary storage shall be transported in a secure manner to a staging/soil stockpile area. Processed soil materials will be segregated and stockpiled as a result of screening hydrocyclone and filter press processing operations. CONTRACTOR will use the High School lot and, if necessary and only upon the Engineer's authorization, the Higbie Lane Staging Area (HLSA) for storage of roll-offs and soils. Filter pressed materials shall be stored in covered roll-offs immediately after processing. Temporary storage of roll-offs is anticipated in the stockpile area, for confirmation of analytical testing, prior to off-site transport and disposal. CONTRACTOR shall show proposed stockpile/roll-off locations on the site operations plan. If additional room is required for storage in excess of that provided at the HLSA, then CONTRACTOR shall:
1. obtain ENGINEER's approval for any other area;
 2. include costs of any other area in his bid;
 3. allow ENGINEER to inspect other areas proposed;
 4. provide security at other area; and
 5. assume any and all costs of utilizing another storage area.
- B. CONTRACTOR shall construct the soil stockpile area(s) consisting of geomembrane liner, geotextile cushion, and asphalt pavement with low-permeability coating. Asphalt pavement will be graded to promote drainage to perimeter collection sumps, from which the accumulated water will be pumped for onsite treatment. A berm will be established around the perimeter of the stockpile pad and sumps to prevent non-contact surface water run-on. As the stockpile is constructed it is to be covered temporarily with a properly anchored geomembrane material that extends over the sumps to enable non-contact precipitation to drain away from the stockpile and sumps. The staging/stockpile area shall be enclosed with a chainlink fence with locking gate(s).
- C. Stockpiled soil is to be segregated into one or more piles delineated within the stockpile area. CONTRACTOR shall excavate the dewatered soils and load it into trucks for offsite transport and disposal.

1.02 SUBMITTALS

- A. Manufacturer's product data, test results and instructions for handling and installing membrane, proposed barrier alignment details and other information as required to review CONTRACTOR proposed barrier system and other materials/equipment necessary to construct the stockpiles shall be submitted in accordance with Section 01330.
- B. For additional storage areas other than HLSA, submit location/transportation/layout plan for review and approval by ENGINEER.

PART 2 PRODUCTS

2.01 LINER

- A. The stockpiles shall be lined with 60 mil HDPE geomembrane bonded on both sides by a geotextile protection fabric.

- B. The temporary stockpiles shall meet the requirements of 6NYCRR Part 373-2.12 and 40 CFR 761.65 (except for the 30-day storage limitation).
- C. The stockpile cells shall have a bottom slope of 2 percent to convey drainage to a collection sump located at one corner.
- D. Drainage shall be transferred from the sump to the sediment processing facility via a submersible pump.

2.02 COVER

A. Material:

- 1. Virgin resin with primary plasticizer, 20 mil in thickness.
- 2. Comprised of not more than 25-35% primary plasticizer, maximum of 10% additives, and polyvinyl chloride (PVC).
- 3. Neutral gray to black color.
- 4. Uniform color, thickness, size, and surface texture.
- 5. Ultraviolet-resistant.

B. Minimum Characteristics:

1. Seam Requirements:

- a. Factory seam lap: 1 in. by Single wedge fusion weld or solvent bonded weld
- b. Bonded seam strength (factory seam breaking factor, ppi width): ASTM D3083 (as modified by NSF), 74.
- c. Peel adhesion (lbs/in. minimum): ASTM D413 (as modified by NSF), 10 lbs/in. width or film tearing bond.

C. Fabrication:

- 1. Do not use reprocessed or reground material.
- 2. Minimum seamless width of 6.0 ft.
- 3. Factory bond longitudinal seams.
- 4. Finished material shall be free of pinholes, blisters, and contaminants.
- 5. Factory seam to minimize field seams.
- 6. Physical Characteristics:
 - 30 mil gage Nominal thickness (ASTM 1593 Par. 8.1.3)
 - Volatile Loss: Maximum of 0.5% weight loss (ASTM D1203: Method A)

PART 3 EXECUTION

3.01 STOCKPILING OF CONTAMINATED SOIL

- A. Contaminated soils shall be stockpiled in the designated on/off-site stockpile area. Eliminate depressions that could pond water. Promote and maintain positive drainage off the stockpile. Debris and vegetation that has been reasonably cleaned of soils shall not be placed in the soil stockpiles. These materials are to be separated and placed in separate stockpiles within the processing area, at locations to be designated by ENGINEER.
- B. The contaminated soils shall be covered by the approved stockpile cover as the filling progresses. The cover is to be deployed at the end of work each day or more after if required to control odors or protect from rain. Temporary less durable tarpaulins will be used in lieu of the geomembrane until the pile is filled to capacity. All rolls and or sheets of stockpile geomembrane shall be chemically welded or otherwise seamed together

to prevent infiltration of rainwater. Care shall be taken to avoid the placement of sharp stones or other objects within six inches of the upper pile surface to be covered with the geomembrane material.

- C. Once covered the inactive portions of stockpile at elevation shall remain covered and the active portions shall be covered at the end of each working day. CONTRACTOR is responsible to notify the ENGINEER of any materials spilled over the barriers and to clean-up spilled material.
- D. Sandbags or other approved means shall be used as required to prevent lifting or lateral movement of the stockpile cover. The stockpile cover shall be anchored by a means acceptable to the ENGINEER such that the membrane will not rip or tear under severe weather conditions. The anchoring system will be secured to the perimeter barriers or the existing ground surface on all sides of the stockpile in a manner acceptable to the ENGINEER. Sandbag fill material must be certified clean in the manner proscribed for all fill materials delivered to the Site.
- E. The stockpile shall also be protected by the Soil Erosion and Sediment Control measures herein specified and as shown on the Drawings. These measures shall remain in place during the work.
- F. Stockpiles shall not be filled beyond their design capacity.
- G. Stockpiles will be labeled, and a log kept which outlines when the stockpiles were filled, when sampling was conducted, and when the piles were removed.

3.02 GEOMEMBRANE INSTALLATION

- A. Place in accordance with manufacturer's instructions, approved submittals and conditions outlined in this section. Protect geomembrane from excessive heat, cold, puncture, cutting, or other damaging or deleterious conditions during loading, transport, unloading and storage at site. CONTRACTOR to protect geomembrane from dirt, water, and other sources of damage once on site.
- B. Acceptance at Site:
 - 1. Conduct surface observations of each roll for defects and damage. This examination shall be conducted without unrolling rolls unless defects or damages are found or suspected.
 - 2. Defected or damaged rolls or portions of rolls will be rejected and shall be removed from site and replaced with new rolls.
- C. Repairs to Geomembrane:
 - 1. Prior to placing material, replace liner surface showing damage due to scuffing, scraping, penetration of foreign objects or distress from rough subgrade.
 - 2. Remove rough subgrade as required to remove damaging material and recompact as required.
 - 3. Make necessary repairs to liner using additional liner material and providing 3 in. overlap.
 - 4. Apply adhesive to contact surfaces of patch and lining to be repaired, press surfaces together, and smooth out wrinkles.

3.03 FIELD QUALITY CONTROL

- A. ENGINEER will visually inspect installed geomembrane liner prior to placing cover material on liner for following:
 - 1. Defective seaming.
 - 2. Lining surface showing injury due to scuffing or penetration by foreign object.
 - 3. Distress due to rough subgrade.
 - 4. Excessive tension.
 - 5. Bridging over subgrade voids.

B. CONTRACTOR shall conduct testing of membranes in accordance with manufacturers recommendation.

3.04 DRAINAGE COLLECTION

A. Drainage collected within the stockpile collection sumps shall be pumped out of the cell via a submersible pump. The drainage shall be transported to the mix tanks at the head of the dewatering system.

*** END OF SECTION ***

SECTION 02400
TURBIDITY BARRIERS

PART 1 GENERAL

1.01 GENERAL

- A. CONTRACTOR shall use turbidity barriers in accordance with Section 02200 -Sediment Removal.
- B. Except as specified herein, CONTRACTOR shall be solely responsible for the selection of the turbidity barrier type and design. Typical figures of barriers have been included in the Drawings to serve as examples.

1.02 QUALITY ASSURANCE

- A. Comply with conditions and requirements of Corps of Engineers Permit, Coast Guard regulations, and all state and local permits.
- B. CONTRACTOR shall keep and maintain records of the following:
 - 1. Design calculations for turbidity barriers.
 - 2. A log of the dates and times of any failures of the turbidity barriers together with any corrective actions taken.

1.03 SUBMITTALS

- A. Shop drawings showing the proposed Lake Capri outlet protection barriers, and work zone perimeter barriers including calculations supporting the design.
- B. A brief written description of the proposed installation and removal methods for the turbidity barriers.

1.04 SITE CONDITIONS

- A. Current direction within the Lake have not been clearly defined but is generally from the north to the south in the direction of flow from the inlet to the outlet. Currents and wave action will vary based on wind direction, and speed within the work area. CONTRACTOR shall make provisions for checking current flow direction daily to determine up current and down current directions.
- B. Lake levels averaged approximately 3.33 feet per local benchmark (project specific). Due to the fixed outfall of the Lake at Montauk Highway, lake levels are not anticipated to vary significantly.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Work zone turbidity barriers shall be double cable type with interlocking aluminum or steel connector plates or equivalent. Panel load cables shall be 5/16 inch minimum diameter, vinyl coated, and connected to a stress plate at the connectors. Typical silt curtain details are shown in the Drawings.
- B. Work zone silt curtain fabric shall be a minimum of 22 ounce per square yard, nylon reinforced vinyl.
- C. Floatation shall be achieved by means of a minimum 12-inch diameter expanded polystyrene floats providing buoyancy equal to at least three times the weight of the curtain, ballast chain and load cables.

- D. Curtains shall be manufactured or modified in the field so that ballast chain extends to within 12 inches above the lake bottom.
- E. Anchors shall be Dansforth type anchors for sand and mud conditions or anchors specifically designed to hold on till as applicable to the installation conditions.
- F. Fixed turbidity barriers in front of Lake Capri's outfall structure shall be constructed using permeable geotextile sufficient to provide uninterrupted flow to water intake.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Exercise care in installing turbidity barriers at the outlet to the Lake to avoid increasing turbidity . If TSS visibly increases, the CONTRACTOR shall cease installation and evaluate alternative methods of installing system. Do not proceed with installation until a method can be devised to minimize the creation of excessive turbidity.
- B. ENGINEER shall notify the CONTRACTOR when installation may be resumed.
- C. Install silt curtain(s) around work zones to isolate area being dredged from areas where dredging has been completed. Move turbidity barriers as dredging progresses. Maintain curtain hem and ballast chain from 6 inches to 12 inches above the Lake bottom to prevent disturbance of sediments.
- C. Install all turbidity barriers in a manner which minimizes disturbance of the sediments. When terminating at shoreline, provide closure with the shore using sand bags or other approved means.

3.02 REMOVAL

- A. CONTRACTOR shall exercise extreme care in removing turbidity barriers to avoid increasing turbidity. If TSS visibly increases, the CONTRACTOR shall cease removal activities and evaluate alternative methods of barrier removal.
- B. ENGINEER shall notify the CONTRACTOR when removal activities may be resumed.

3.03 MAINTENANCE

- A. Maintain all turbidity barriers in working order. Repair or replace any damaged sections to satisfaction of ENGINEER.

3.04 DISPOSAL

- A. CONTRACTOR shall be completely responsible for and shall pay all costs associated with disposal of turbidity barriers. Dispose of turbidity barrier material in an approved landfill..

*** END OF SECTION ***

SECTION 02600
SITE RESTORATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. Upon completion of the work, CONTRACTOR shall be responsible for restoring all disturbed areas (work areas, access areas, staging areas, other areas as applicable) to original condition unless otherwise specified herein.

PART 2 PRODUCTS

2.01 SUBMITTALS

- A. CONTRACTOR shall submit and obtain ENGINEER's approval for all materials prior to start of restoration.

PART 3 EXECUTION

3.01 RESTORATION OF WILLETTS CREEK AREAS

- A. Areas graded for staging or placement of soils shall be maintained at level grades and seeded at the completion of work. All foundations and pads shall be removed and disposed by the CONTRACTOR at no additional costs. Areas which may have come in contact with contaminated soils or water will be required to be tested for cadmium and addressed as necessary at CONTRACTOR'S cost. Access routes to Willetts Creek excavation area shall be restored to pre-excavation conditions which may include replacement of walkways, grading and seeding. No restoration is required for the creek bottom.

3.02 RESTORATION OF LAKE CAPRI

- A. Areas around the Lake, Lagoon, and Willetts Creek will be minimally impacted and are to be restored to as near original conditions as possible. Areas shall be brought to proper grade and reseeded to prevent erosional conditions if disturbed substantially, and as required by the ENGINEER. Areas which may have come in contact with contaminated soils or water will be required to be tested for cadmium and addressed as necessary at CONTRACTOR'S cost.

3.03 SHORELINE PROTECTION

- A. CONTRACTOR shall replace any existing shoreline protection rip rap or structures that are moved or disrupted by the CONTRACTOR, at no additional expense to the DEPARTMENT.

3.04 RESTORATION OF LAKE BOTTOM

- A. No restoration is required for lake bottom.

3.05 RESTORATION OF OPERATIONS AREA

- A. CONTRACTOR shall remove and replace/repair any modifications made to the West Islip High School parking lot used as the operations area. New asphalt will be placed over the parking lot as described in Specification 02900 and as approved by ENGINEER. Areas which may have come in contact with contaminated soils or water will be required to be tested for cadmium and addressed as necessary at CONTRACTOR'S cost.

3.06 RESTORATION OF HIGBIE LANE STAGING AREA

- A. CONTRACTOR shall remove any and all construction materials or as required by ENGINEER. Any surface materials left in place will be tested as necessary for cadmium by CONTRACTOR. Surface will be graded level or as required by ENGINEER. Additional restoration shall be performed in accordance with the Plans.

*** END OF SECTION ***

SECTION 02700
EXCAVATION AND BACKFILLING

PART 1 GENERAL

1.01 SUMMARY

- A. Work involves all excavation and backfill which may be required under the Contract work. Specific excavation and backfill activities shall include:
 - 1. Willetts Creek sediment removal, backfill placement, and preparation for restoration.
 - 2. Construction of road grades and work pads and removal, as required, at the end of work.
 - 3. Preparation of subgrade for temporary buildings and tanks.
 - 4. Utility trenches.

1.02 DESCRIPTION

- A. CONTRACTOR shall furnish all labor, materials, equipment and incidentals required to perform all excavating, backfilling and grading of earth materials .
- B. All necessary preparation of subgrade is included. Preparation shall include removal of unstable material and replacement with compacted fill.
- C. All necessary excavation backfilling and grading from borrow sources is included.
- D. All necessary support of excavation and adjoining structures is included.
- E. All control and management of surface and groundwater seepage is included.

1.03 QUALITY ASSURANCE

- A. CONTRACTOR shall collect and analyze soil samples as directed by the ENGINEER and as required for the work contained in this contract.
- B. Permits and Regulations: CONTRACTOR shall perform excavation and backfill work in accordance with applicable requirements of governing authorities having jurisdiction. Strict compliance with NYS Industrial Code 53 and OSHA 40 CFR Part 1910 and 1926 shall be required at all times.

1.04 SUBMITTALS

- A. CONTRACTOR shall submit to ENGINEER a Willetts Creek excavation plan (as part of the Work Plan) that details their proposed concept of excavating the required creekbed soil materials. See Section 01300, 1.02, G.1.

PART 2 PRODUCTS

2.01 MATERIALS FROM OFFSITE SOURCES

- A. Refer to Section 02800 for soil materials obtained from off-site borrow sources.
- B. All off-site sources shall have valid mining permits and shall meet the approval of the ENGINEER. Laboratory testing of off-site borrow sources shall be as specified under other sections.

PART 3 EXECUTION

3.01 EXCAVATION

- A. Construct and remove temporary roadways as needed to complete excavation of required materials. In doing so, the CONTRACTOR, where necessary, will comply with DOT right-of-way access permit.
- B. Excavate to elevations and dimensions indicated, or required to accomplish work. Conduct work in a manner to minimize disturbance of soil underlying the materials required for removal.
- C. All excavation outside the lines and grades shown and which is not approved by the ENGINEER, together with the removal and disposal of the associated material shall be at the CONTRACTOR's expense. The unauthorized excavation shall be filled and compacted with approved backfill by the CONTRACTOR, at his expense.

3.02 BACKFILL

- A. CONTRACTOR shall provide additional backfill if required to match existing grades. Offsite material shall meet NYSDOT requirements for Select Granular Fill (203-2.02c).
- B. Drainage stone and off-site borrow material used as backfill will be tested and placed as specified by the ENGINEER.
- C. Material shall be backfilled in 6 inch lifts and compacted to 95% Standard Proctor Density or at direction of ENGINEER. Native soils which can not be placed to suitable compaction shall be placed on-site as directed by the ENGINEER and Select Granular fill shall be placed as backfill.

*** END OF SECTION ***

SECTION 02800
OFFSITE AGGREGATES

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope: CONTRACTOR shall furnish and place aggregates of the types specified and shown in the plans.

B. Related Work Specified Elsewhere:

Section 02100, Site Access and Preparation
Section 02700, Excavation and Backfilling

1.02 QUALITY ASSURANCE

A. Reference Standards: Comply with the applicable provisions and recommendations of the following, unless otherwise shown or specified.

1. State of New York Department of Transportation design and Construction Division "Standard Specifications", Construction and Materials. (NYSDOTSS)
2. ASTM D 422- Particle Size Analysis of Soils.

B. Source:

1. Where available, materials specified herein shall come from sources and stockpiles possessing current NYSDOT certification for item supplied.
2. Materials from non-NYSDOT approved sources may be acceptable to ENGINEER provided material testing and acceptance criteria of NYSDOTSS are met and mining permits have been obtained.

C. Testing:

1. CONTRACTOR shall obtain representative samples of materials specified herein and test for the following minimum parameters at no additional cost to the DEPARTMENT prior to delivering material to the site.
 - a. Particle Size Analysis of Soils (ASTM D422)
 - b. Maximum Index Density (ASTM D4253)
 - c. Minimum Index Density (ASTM D42452)
 - d. Moisture Content (ASTM D2216)

2. CONTRACTOR shall perform NYSDOTSS compliance testing if required, at no additional cost to the DEPARTMENT.

1.03 SUBMITTALS

A. CONTRACTOR shall furnish representative samples, test results, and source certifications for all materials furnished to the ENGINEER for approval and shall advise ENGINEER of the source location.

PART 2 PRODUCTS

2.01 MATERIALS

A. SUBBASE COURSE, TYPE 1

1. Subbase Course material shall meet NYSDOTSS Item 304.02 requirements.
2. Subbase Course, Type 1 will be used for the site access road improvements, as shown on the plans and as directed by the ENGINEER.

B. CRUSHED STONE NO. 2 SIZE:

1. Crushed Stone shall meet NYSDOTSS requirements under 703-02 Course Aggregates.
2. Crushed Stone shall meet NYSDOTSS No. 2 size requirements in Table 703-4.
3. Crushed Stone shall be used as subbase as shown on the plans and as directed by the ENGINEER.

C. STONE FILLING

1. Stone Filling shall meet NYSDOTSS requirements for Light Stone Fill Item No. 620.03 and Medium Stone Filling Item No. 620.04 as shown on the drawings.
2. Light Stone Filling shall be used as shown on the plans and as directed by the ENGINEER.
3. Medium Stone Filling shall be used as shown on the plans and as directed by the ENGINEER.
4. Stone Filling shall be rounded river stones.

D. SELECT GRANULAR FILL

1. Select Granular Fill material shall meet NYSDOTSS Item 203.07 requirements.
2. Select Granular Fill will be used as backfill material only if onsite excavated material is determined to be contaminated or not suitable for backfill determined by the ENGINEER.

E. CUSHION SAND

1. Cushion Sand shall meet NYSDOT Standard Specifications requirements under 703-06.

F. SELECT GRAVEL

General

The work under this section consists of furnishing, placing and compacting select gravel where called for and as detailed in conformance with lines, grades and typical sections as shown on the drawings.

Materials

Material shall consist of clean, durable gravel or crushed stone free from coating. Gradation of gravel or stone shall be as follows with percent passing calculated by weight:

Select Gravel	
Sieve	Percent Passing
2"	100
1/4"	30 - 65
No. 40	5 - 40
No. 200	0 - 10

Soundness: Materials furnished under this item shall be substantially free of shale, organic or other soft, poor durability particles. A visual inspection of particle composition by the ENGINEER will generally be the basis for acceptance. Where the State elects to test for this requirement, a Magnesium Sulfate Soundness Loss exceeding 35 percent will be cause for rejection.

Contamination: Contamination of the Select Gravel with any deleterious material, such as silt, clay, mud, ice, snow or organic material, through any cause whatsoever, shall be corrected by the CONTRACTOR by excavation and replacement of the material in the affected area.

Sampling: Samples and certified gradations shall be furnished by the CONTRACTOR to the Department and approval of these samples must be received prior to delivery or placement of the material.

Compaction

All material shall be placed as directed by the ENGINEER or in uniform horizontal layers not exceeding 6" in thickness before compaction. All portions of each layer shall be mechanically compacted to the percentage of the Standard Proctor Maximum Density (AASHTO T-99) as follows, unless noted otherwise. Compaction equipment approval shall be made by the ENGINEER.

1. Structures (entire area within 10 feet outside perimeter) 95%
2. Building Slabs and Steps: 95%
3. Lawn or Unpaved Areas: 90%
4. Pavements and Walkways: 95%
5. Pipes and Tunnels: 95%
6. Pipe Bedding: 100%

PART 3 EXECUTION

3.01 INSTALLATION

- A. The bottom layer of stones shall be placed so that the stones are in full contact with the underlying material.
- B. The ground surface on which the any aggregate is to be placed shall be free of brush, trees, stumps, and other objectionable material and shall be dressed to a smooth surface. All soft or spongy material shall be removed to the depth specified or as directed by the ENGINEER and replaced with bedding material and compacted in an approved manner.
- C. Where soft or spongy material exists, it shall be removed to a depth of six inches or as directed by the ENGINEER and replaced with uncontaminated bedding material at the CONTRACTOR'S expense.
- D. Placement of bedding stone upon firm subgrade of finished bedding material shall be carefully controlled to avoid disruption and damage to the layer of bedding material.
- E. The stone shall be so placed and distributed that there will be no pockets of uniform size material.
- F. The desired distribution of the various sizes of stone throughout the mass shall be obtained by selective loading of the material at the quarry or other source; by controlled dumping of successive loads during the final placing; or by other methods of placement which will produce the specified result.
- G. Rearranging of individual stones by mechanical equipment or by hand will be required to the extent necessary to secure the specified results.

- H. Subbase Course shall be compacted to meet 95% Standard Proctor. Crushed Stone shall be compacted by vibratory plate compactor.
- I. Aggregates shall be installed in maximum 6" lifts.

*** END OF SECTION ***

SECTION 02900
ASPHALT CONCRETE PAVEMENT - RESURFACING

PART 1 GENERAL

1.01 DESCRIPTION

- A. The CONTRACTOR shall resurface the entire high school parking area that was utilized for contract treatment and processing operations, with a 2 inch singletop course of NYSDOT Type 7F plant mix asphalt concrete pavement. The properties of the Type 7F plant mix concrete pavement shall adhere to the requirements set forth in the NYSDOT Standard Specifications Section 400 - Bituminous Pavements and referenced sub sections.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Only bituminous plant mixture type 7F, asphalt emulsion tack coat and joint filler meeting the requirements of the NYSDOT Standard Specifications section 400 shall be utilized on this project.
- B. The CONTRACTOR shall supply all equipment and materials necessary to clean, repair, fill, adjust and treat the existing pavement and drainage structures as well as that which is necessary to place the 2" Type 7F bituminous plant mix top course.

2.02 SUBMITTALS

- A. The CONTRACTOR shall submit proof that the asphalt concrete and aggregate being supplied to this project is from an NYSDOT approved source and that the aggregate, aggregate gradation, asphalt, asphalt content % and finished compacted product adhere to the requirements set forth in Table 401 - 1, "Composition of Bituminous Plant Mixtures" for Type 7F per the NYSDOT Standard Specifications.
- B. The CONTRACTOR shall provide a written one year warranty stating that the 2 inch top coarse shall be free from defects and or failures for a period of one year. In the event defects and / or failures become evident, the affected area will be removed and replaced at CONTRACTOR'S cost.
- C. The CONTRACTOR shall submit batch data on the 2" Type 7F asphalt concrete, tack coat and crack filler indicating that the materials have the properties designated in the referenced NYSDOT Specification.
- D. The Contractor shall submit QC asphalt temperature test results to the project engineer on a daily basis.

PART 3 EXECUTION

3.01 EXECUTION

- A. The CONTRACTOR shall clean the surface of the existing pavement to remove all foreign materials including sand, loose asphalt and stones, dirt, organic material and petroleum products or other materials considered detrimental to resurfacing operations. Areas damaged during contract processing operations or areas considered unacceptable shall be repaired and or replaced prior to placing the new top course. All materials removed shall be disposed off site. Joints and cracks in the existing pavement shall be filled with approved material prior to placement of top course.

- B. The CONTRACTOR shall adjust the elevation of all existing drainage inlets so that the top grates of these structures are 3/8" below finish pavement. All existing manhole covers shall be raised to be flush with finished pavement surfaces. Finished paving surfaces shall produce positive drainage to existing structures.
- C. The CONTRACTOR shall treat the existing cleaned bituminous concrete surface with an asphalt emulsion tack coat prior to placing new top course. The asphalt emulsion tack coat shall meet the requirements set forth in Section 407 - Tack Coat - of the NYSDOT Standard Specifications.
- D. Curb elevations shall not be adjusted.
- E. Immediately after the top course bituminous mixture has been spread, struck off and surface irregularities adjusted, the CONTRACTOR shall thoroughly and uniformly compact the mixture by rolling. Any displacement occurring as a result of reversing the direction of the roller, or from other causes, shall be corrected at once by the use of rakes and the addition of fresh mixture as required. All compaction activities as well as equipment and materials utilized for these activities shall conform to section 401 - 3.12 - Compaction - of the NYSDOT Standard Specifications for top and dense binder courses. The CONTRACTOR shall compact the type 7F top course with required number of passes specified in Table 401 - 3 from the NYSDOT Standard Specifications.
- F. The CONTRACTOR shall conduct Quality Control (QC) as follows:
 - 1. Measure and record the temperature of , at a minimum, every other truckload of type 7F asphalt concrete that is beingsupplied to the project. Temperature measurement should be taken immediately before the asphalt mix is placed on the existing high school parking lot surface. Truck loads of asphalt with a temperature below 250 degrees F shall be rejected and removed from site. Provide a copy of this temperature log to the project engineer.
 - 2. During the compaction operation, light grading shall be done as required to maintain the surface of the course true to grade and cross section. Static and or vibratory rollers shall meet the requirements of NYSDOT Standard Specifications section 401 - 3.06 - Rollers. The use of equipment which results in the excessive crushing of aggregate will not be permitted.

*** END OF SECTION ***

SUPPLEMENTARY SPECIFICATIONS

DIVISION 3

Concrete

SECTION 03100
CONCRETE FORMWORK

PART 1 CONCRETE FORMWORK

1.01 DESIGN CRITERIA

- A. General. Conform to ACI 347, Chapter 1, Design.
- B. Plywood. Conform to tables for form design in APA Form V345, including strength.

1.02 MATERIALS

- A. Conform to ACI 347, Chapter 3, Materials and Form Work.
- B. Softwood Framing Lumber. Kiln-dried, and conform to N.B.S. Product Standards PS 20.
- C. Light framing or studs for plywood forms, 2 inches to 4 inches nominal in width and thickness, standard grade.
- D. Plywood. Shall be softwood, plywood N.B.S., P.S.I.
- E. Form Coatings. Non-staining synthetic resin-barrier sealer.
- F. Sealant. One part silicone sealant as recommended by form manufacturer.

1.03 INSPECTION

- A. Insure that excavations and formwork are completed and that ice and excess water are removed.
- B. Check that reinforcement is secured in place.
- C. Verify that expansion joint material, anchors, and other embedded items are secured in position.

1.04 FORMWORK INSTALLATION

A. General

- 1. Conform to ACI 347, Chapter 2, Construction.
- 2. Framing, bracing and plywood form liners - APA Form V 345.
- 3. Provide temporary openings in formwork for concrete placement as necessary.

B. Embedded Items

- 1. The CONTRACTOR shall set accurately and hold in exact position in the forms until the concrete is poured all metal parts that are to be embedded in the concrete and he shall furnish and set accurately all inserts and anchor other bolts were indicated necessary for the attaching of piping, valves and equipment.
- 2. Allow other trades ample time and facilities for placing and installing embedded items.

C. Form Cleaning

1. All dirt, chips, sawdust and other foreign matter shall be removed from within the forms before any concrete is deposited therein. Forms previously used shall be thoroughly cleaned of all dirt, mortar and foreign matter before being used.
2. Temporary openings shall be provided at the base of wall forms and at other points where necessary to facilitate cleaning and inspection immediately before depositing concrete.

PART 2

(Not Used)

PART 3

(Not Used)

*** EoND OF SECTION ***

SECTION 03200
CONCRETE REINFORCEMENT

PART 1 CONCRETE REINFORCEMENT

1.01 GENERAL

- A. Reinforcing Steel shall consist of deformed bars of the size called for on the drawings. Steel shall conform to ASTM A 615, Grade 60. Deformation shall conform to ASTM A 615. Clean, bend and splice steel in accordance with ACI 335. Hooks shall conform to Table 2.1 of ACI 335. Do not straighten or re-bend Grade 60 reinforcement. All bars bent cold. Fabrication in accordance with CRSI Manual of Standard Practice. Welded wire fabric shall conform to ASTM A 185.

1.02 CONSTRUCTION DETAILS

A. Placement

1. Bar Supports. CRSI 65, "Recommended Practice for Placing Bar Supports, Specifications and Nomenclature."
2. Reinforcing Bars. CRSI 63, "Recommended Practice for Placing Reinforcing Bars."

B. Steel Adjustment

1. Move within allowable tolerances to avoid interference with other reinforcing steel, conduits, or embedded items.
2. Do not move bars beyond allowable tolerances without concurrence of ENGINEER.
3. Do not heat, bend or cut bars without concurrence of ENGINEER.

C. Splices

1. Lap Splices. Tie securely with wire to prevent displacement of splices during placement of concrete.
2. Splice devices. Install in accordance with manufacturer's written instructions.
3. Welding. Perform in accordance with AWS D12.1.
4. Do not splice bars except at locations shown on drawings without concurrence of ENGINEER.

D. Cleaning

1. Remove dirt, grease, oil, loose mill scale, excessive rust and foreign matter that will reduce bond with concrete.

E. Protection During Concrete Placement

1. Keep reinforcing steel in proper position during concrete placement.

PART 2

(Not Used)

PART 3

(Not Used)

*** END OF SECTION ***

SECTION 03251
CONTROL JOINTS

PART 1 CONCRETE ACCESSORIES

1.01 Control Joints

A. General

1. Provide control joints for concrete slabs at the locations shown on drawings.

B. Construction Methods

1. Construct control joints using the weakened plane joint method.

C. Saw Cut Method

1. Joints shall be constructed by sawing a groove 1/8 to 1/4 inch wide to a depth equal to 25% of the slab thickness as soon as the concrete has hardened sufficiently to permit sawing without raveling or before uncontrolled shrinkage cracking takes place - usually 4 to 24 hours.
2. Seal joint as per Section 03260, Joint Sealants.

D. Materials

1. Saw Cut Joint - Joint sealant and backer rod as per Section 03260, Joint Sealant.

PART 2

(Not Used)

PART 3

(Not Used)

*** END OF SECTION ***

SECTION 03252
ANCHORS AND INSERTS

PART 1

1.01 Anchors and Inserts

A. General

1. Anchors and inserts are called out on the drawings. If not called out, they shall be equal in quality to Molly or Kelken-Gold for chemical type or be hot dipped galvanized steel A-325 if embedded during concrete placement.

PART 2

(Not used)

PART 3

(Not Used)

*** END OF SECTION ***

SECTION 03253
WATERSTOPS

PART 1 WATERSTOPS

1.01 Waterstops

A. General

1. Waterstops shall be of the size(s) shown on and installed where and as shown on the drawings. Wherever waterstop strips are to be spliced or where two or more waterstops meet, the waterstops material shall be made continuous by heat welding according to recommendations of the manufacturer. The waterstop material shall be completely bonded to the concrete on each side of each joint according to the manufacturer's recommendations. The bonding agent shall be applied to both concrete and waterstop material.

B. Waterstop Material

1. Waterstop material shall be a closed-cell, foamed, cross-linked ethylene vinyl acetate material, EVAZOTE 50 as distributed by E-Poxy Industries, Inc., 14 West Shore St., Ravena, NY 12143. Color shall be gray (PO 72). The bonding agent shall be an epoxy type Evapox Bonder as supplied by the waterstop manufacturer.

PART 2

(Not Used)

PART 3

(Not Used)

*** END OF SECTION ***

SECTION 03255
ISOLATION JOINTS

PART 1 ISOLATION JOINTS

1.01 Isolation Joints

A. General

1. Construction isolation joints are as detailed and at the locations shown on the drawings.

B. Materials

1. Joint sealant and filler material as per Section 03260, Joint Sealant.

PART 2

(Not Used)

PART 3

(Not Used)

*** END OF SECTION ***

SECTION 03256
CONSTRUCTION JOINTS

PART 1 CONSTRUCTION JOINTS

1.01 Construction Joint

A. General

1. Construction joints shall be permitted only at Control joint locations, where approved in writing by the ENGINEER or where specifically called out on the drawings. Construct construction joints as detailed on the drawings.

B. Materials

1. Joint Sealant and backer rod as per Section 03260, Joint Sealant.
2. Flexible Premolded Tongue and Groove Joint Material shall be an 8" x 1/4" Tongue & Groove Keyed Joint Filler as manufactured by W. R. Meadows, Inc., P.O. Box 543, Elgin, IL 6012 1.

PART 2

(Not Used)

PART 3

(Not Used)

*** END OF SECTION ***

SECTION 03260
JOINT SEALANT

PART 1 JOINT SEALANT

1.01 Joint Sealant

A. General

1. Joint sealants shall be of the size(s) shown on and installed where and as shown on the drawings. The sealant material shall be applied in strict accordance with the manufacturer's recommendations.

B. Materials

1. Joint sealant material shall be a 2-component, polyurethane-base, elastomeric sealant. Joint sealant shall be Sikaflex-2C NS or SL as manufactured by Sika Corp. A primer shall also be used when using the joint sealant in submerged conditions, specifically Prime 429/202 again as manufactured by Sika Corporation. Backer rods will be of material which will prevent the joint sealant from bonding to it.
2. Concrete shall be kept clean and dry for at least 72 hours after placement of joint sealant.

PART 2

(Not Used)

PART 3

(Not Used)

*** END OF SECTION ***

SECTION 03261
PIPE OPENING SEALANT

PART 1 PIPE OPENING SEALANT

1.01 Pipe Opening Sealants

A. General

1. Where proposed pipes will enter or pass through new or existing concrete, masonry, or brick walls, they shall be sealed into the walls as described herein. Sealant materials shall be applied in strict accordance with the manufacturer's recommendations.

B. Materials

1. Grout - Non-shrink, non-metallic cementitious grout, Sikagrout 212 by Sika Corp.
2. Joint Sealant - Sikaflex 2C as per Section 03260.2.
3. Primer - Sikaflex Primer #260, 429 or 499 depending on the pipe material to be sealed.

PART 2

(Not Used)

PART 3

(Not Used)

*** END OF SECTION ***

SECTION 03300
CAST IN PLACE CONCRETE

PART 1 Cast in Place Concrete

1.01 Environmental Requirements

- A. Allowable concrete temperature during placement and curing period of 7 days minimum.
 - 1. Cold Weather. Minimum 40° F (4° C).
 - 2. Hot Weather. Maximum 85° F (29° C).
- B. Do not place concrete during rain, sleet or snow unless protection is provided.

1.02 Concrete Materials

- A. Concrete. Equivalent to ready-mix concrete, ASTM C 94.
 - 1. Cement. Type II, ASTM C150.
Minimum Cement Content: 610 lbs/yd³
 - 2. Admixtures: (if approved by the ENGINEER)
 - a. Air Entraining - ASTM C 260, Master Builders MB-AE10 or equal.
 - b. Chemical - Type A, ASTM C 494, Master Builders, Pozzoloth or equal.
 - 3. Coarse Aggregate. Size number 57, ASTM C 33.

U.S. Standard Sieve Size	Percent by Weight Passing
1 1/2"	100
1	95 - 100
1/2	25 - 60
#4	0 - 15
#8	0 - 5

- 4. Fine Aggregate shall be regularly graded from coarse to fine, and when tested by means of U. S. Standard sieves shall be graded by weight as follows:

U.S. Standard Sieve Size	Percent by Weight Passing
#4	95 - 100
8	80 - 100
16	50 - 85
30	25 - 60
50	10 - 30

U.S. Standard Sieve Size	Percent by Weight Passing
100	2 - 10
200	0 - 3

5. Slump. 4 inch maximum: tested at truck prior to placement in forms or into conveying equipment.
6. Air Content. 5% - 8%.
7. Mix Proportioning. To product a minimum 28-day compressive strength of moist-cured laboratory samples, 4,000 psi. Minimum cement content shall be 6.5 bags per cubic yard.
8. Water. Potable, clean, free from oil, acid, alkali and organic materials.
9. Mixes:
 - Equivalent to ASTM C 94.
 - Mix concrete only in quantities for immediate use.
 - Do not retemper or use set concrete.
 - Mixing time: as per Table 1.
10. Retardant for exposing aggregates in construction joints shall be Rugasol-B for non-form surfaces or Rugasol FD as manufactured by Sika Chemical Corp. for formed surfaces or equal.

**B. Curing, Sealer and Dustproofing Compound
"Interior Surfaces"**

Cure, seal and dustproof all concrete slabs which do not receive topping or tile, with liquid membrane curing compound meeting the moisture retention requirements of ASTM C309-74. Compound shall be MB-429 as manufactured by Master Builders, Cleveland, Ohio. Apply with spray applicator at 400 sq. ft./gallon max. rate.

Areas to receive topping or tile shall be cured using continuous spray, burlap or other methods approved by the ENGINEER.

**C. Curing, Sealer and Dustproofing Compound
"Exterior Surfaces"**

Cure and seal exposed exterior surfaces with resin based, non-sodium silicate, clear curing compound meeting ASTM Spec. C-309, Type 1, Sikaguard Cure/Hard by Sika Corp. Apply with spray applicator at 200 sq. ft./gallon max. rate.

1.03 Product Delivery, Storage and Handling

A. Cement: Store in weather-tight enclosures and protect against dampness, contamination and warehouse set.

B. Aggregates

1. Stockpile to prevent excessive segregation, or contamination with other materials or other sizes of aggregates.
2. Use only one supply source for each aggregate stock pile.

C. Admixtures

1. Store to prevent contamination, evaporation or damage.
2. Protect liquid admixtures from freezing or harmful temperature ranges.
3. Agitate emulsions prior to use.
4. No other admixtures than those specified will be used unless approved by the ENGINEER.

1.04 Mixing

A. Certificates

1. Manufacturer's certification that materials meet specification requirements.
2. Material content per cubic yard of each class of concrete furnished:
 - dry weights of cement
 - saturated surface-dried weights of fine and coarse aggregates
 - quantities, types, and name of admixtures
 - weight of water
 - water/cement ratio
3. Ready-mix delivery tickets, ASTM C 94, if ready-mix is used.

B. Transit Mixed Concrete

Transit mixed concrete may be used providing the following criteria for batching, mixing, hauling and discharging are adhered to:

1. Batching: Batch load or ribbon load materials thru back of mixer; add approximately 90% of the design water at this time.
2. Cement Contact Time w/Aggregates: 5 minutes max.
3. Mixing: Mixing may be performed at the plant or in transit. Mixing shall be 100 revolutions minimum to 160 revolutions maximum at 6 to 18 rpm. After mixing agitate at 2 to 6 rpm.
4. Discharge: The remaining 10% of the design water may be mixed to attain the initial slump. Maximum discharge time is 50 minutes.
5. Trucks shall have an accurate electric revolution counting device and water gauge.

C. Truck Mix Concrete

Truck mix concrete may be used providing the following criteria for bathing, mixing, hauling and discharging are adhered to. The ENGINEER reserves the right to require a layered mix.

Bathing:

1. Regular Mix - drum can be rocked or revolved for aggregates. Drum cannot be moved while cement is added.
2. Layered Mix - Fine aggregate and SSD coarse aggregate loaded thru hatch with rocking allowed after each fraction is added. The drum cannot be moved after cement is added.

Cement Contact Time w/Aggregates

1. Regular Mix - 30 minutes max.
2. Layered Mix - 90 minutes max.

Mixing

1. Regular Mix - Begin mixing at the project site after the addition of water. Mixing shall be a minimum of 100 revolutions for 15 minutes time maximum @ 6 - 18 rpm. After mixing, agitation may continue for 30 minutes maximum @ 2 - 6 rpm.
2. Layered Mix - same as for Regular Mix

Discharging

1. Regular Mix - 30 minutes max after end of mixing.
2. Layered Mix - 30 minutes max after end of mixing.

Trucks shall have an accurate electric revolution counting device and water gauge.

PART 2

(Not Used)

PART 3

(Not Used)

*** END OF SECTION ***

SECTION 03301
PLACING CONCRETE

PART 1 PLACING CONCRETE

1.01 Placing Concrete
Finish Concrete Tolerances

Every reasonable effort shall be made to maintain plumbness and alignment as shown on the drawings.

A. Allowable Variations -Maximum

1. Tops of walls, parapets and curbs exposed to visual alignment plus or minus 1/8 inch in 10 feet.
2. Cross section thicknesses of walls and beams, plus or minus 1/8 inch.
3. Flat surface of walls and slabs, plus or minus 1/8 inch in 10 feet.
4. Linear alignment of structure lines as follows:
 - 10 foot length - 1/8 inch
 - 20 foot length - 3/8 inch
 - 40 foot length - 1/2 inch
 - over 40 feet - 3/4 inch
5. Footings
 - Alignment - plus or minus one inch
 - Thickness - plus as required; minus none.

1.02 Concrete Installation

A. Placing Concrete

1. Convey concrete from mixer to final position by method which will prevent separation or loss of material.
2. Maximum height of concrete free fall, 5 feet.
3. Regulate rate of placement so concrete remains plastic and flows into position.
4. Deposit concrete in continuous operation until panel or section is complete.
5. Place concrete in horizontal layers 24 inches maximum thickness, avoiding inclined layers and cold joints.
6. Deposit concrete at or near its final position. On sloping surfaces, place concrete at the lower portion of the slope first and continue progressively upward.
7. Concrete placed by means of pneumatic piston or pressure pumps must be in accordance with ACI 304-73, Chapter 9.

B. Consolidating Concrete

1. Use mechanical vibrating equipment for consolidation.
2. Vertically insert and remove hand-held vibrators at points 18 inches to 30 inches apart.
3. Do not use vibrators to transport concrete in forms.
4. Minimum vibrator speed 3500 impulses per minute.
5. Vibrate concrete minimum amount required for consolidation.

C. Curing

Immediately following placement, concrete shall be protected from premature drying, hot and cold temperatures, rain, flowing water and mechanical injury. Materials and methods of curing shall have the concurrence of the ENGINEER. Final curing shall continue for not less than 7 days.

1. APPROVED METHODS include ponding or continuous fog spray, and liquid membrane-forming compounds.

Application of liquid membrane-forming compound shall conform to ASTM C309, "Specifications for Liquid Membrane-Forming Compounds for Curing Concrete." Material shall maintain a maximum moisture loss of 0.055 gm/cm² when tested in accordance with ASTM C156, "Test for Water Retention by Concrete Curing Materials". Reference Section 03300 for material and application rates.

2. Formed surfaces shall be kept moist prior to stripping forms. Following stripping of forms, the concrete shall be cured by the curing-compound methods.
3. Slabs shall be kept wet for 24 hours and then cured by the curing-compound method if it is over 65°F. If the temperature is less than 65°F on completion of the pour, apply curing compound as soon as surface will not be marred by the curing compound.

1.03 Form and Shoring Removal

- A. Form bracing and shores shall not be removed without the concurrence of the ENGINEER and in no case shall removal commence earlier than the following schedule:

Side forms of footings	24 hours
Forms for walls not yet supporting load	48 hours
Vertical side forms of beams, girders and similar members	48 hours
Bottom forms for slabs, beams, and girders	10 days
Shoring for slabs, beams, and girders	21 days

Forms shall not be stripped from concrete which has been placed at temperature under 50° without first determining if the concrete has properly set, regardless of the time element. If, in the opinion of the ENGINEER, stripping of forms on the basis of the above schedule results in damage to the concrete, the schedule shall be modified to prevent such occurrence.

1.04 Exposed Concrete Finishes

Exposed Concrete Finished (to 4 inches below finish grade)

Vertical surfaces shall receive a rubbed finish. As soon as the forms are removed, any fins or other projections shall be carefully removed, offsets leveled and all damaged places repaired. Not sooner than 16 hours and not later than 48 hours after patching, the surfaces shall be rubbed with carborundum or cement bricks and water. Plastering such surfaces will not be permitted. All form marks and similar blemishes shall be removed and the surfaces shall be finished true and uniform in texture.

Level concrete surfaces shall be broom finished as detailed on the concrete drawings

Specific ramp surfaces shall be groove tool finished as detailed on the concrete drawings and specified below. The dock abutments and the area under the docks will receive a broom finish (see ramp plan on concrete sheet).

Grooved Launch Ramp Areas

Surfaces shall receive a special grooved surface using a tool as specified and detailed on the drawings. The grooving tool shall be supplied by the Department and Following completion of the work the grooving tool shall be turned over to the Department.

The tool to be supplied by the Department is 24 inches long and 8 to 10 inches wide with a total weight of approximately 25 pounds. The actual V-groove finish is imparted to the fresh concrete by approximately ten 3/4" x 3/4" x 1/8" angles. The tool is designed to be screwed onto a length of 1/2" diameter steel pipe which is used for a handle.

The following procedure is recommended:

1. The CONTRACTOR shall plan his placements so that concrete surfaces can be properly finished. Plan construction joints to occur only at control joint locations.
2. The CONTRACTOR should exercise great caution in the timing of his concrete placements, and not get unreasonably ahead of the finishers. He should be sensitive to heat and wind and not allow the concrete to "suddenly set" and thereby prevent the proper formation of the surface grooves.
3. The concrete should be placed, vibrated, screeded, etc., as per normal procedures, making sure the aggregate is tamped approximately 1/2" deep and the surface floated smooth with a wood float.
4. Finish work should be started at one corner of the lower end of the ramp and proceed upward with the grooves oriented 60° from the centerline axis of the ramp. Finish work should proceed when the concrete has reached the proper consistency whereby smooth, crisp grooves can easily be formed.
5. The actual forming of the grooves is accomplished by pushing and pulling the finish tool back and forth across the surface of the wet concrete. The length of the tool gives good stability and the tool should track nicely if one of the angles on the bottom is overlapped into the last previously formed groove. When the concrete is ready for finishing, two passes of the V-groove tool will usually form crisp, clean grooves. The CONTRACTOR may use a long straight length of 2" x 4" or 2" x 6" as a guide for the finish tools. The finishers on both sides of the lane work off of the same side of the 2x and then gradually move it up the slope as each section of the ramp surface is finished.
6. Because of the rectangular shape of the finishing tool, it is difficult to work the tool up close to the concrete forms on each side of the lane, especially since the grooves are 60° to the forms. The CONTRACTOR will use 2 similar Department-supplied grooving tools described as follows: size tool to be 6" to 8" long and about 4" or 5" wide with the 3/4" x 3/4" x 1.8" angles trimmed off at one end at a 60° angle to allow cleaning up the ends of the V-grooves immediately adjacent to the concrete forms. This work is done as a follow up behind the main grooving work. These tools will also be used to touch up any unacceptable grooved areas after using the larger finishing tool.

1.05 Repair of Concrete Construction

Immediately after the removal of forms, all concrete shall be inspected and all inferior joints, rough sections or rock pockets containing loose materials shall be repaired by cutting back to solid concrete and making an opening of such size and shape as will form a 1-inch key for cement fill. Before grout is applied, the surface of the existing concrete shall be coated with an epoxy bonding compound. All form ties, except where indicated otherwise, holes, and small imperfections shall be filled. Where the area or volume of defective concrete is large, it may be repaired by reforming the surface and filling the opening with concrete. For such major repairs, the filling shall be reinforced and doweled securely to the old concrete and shall be secured with an epoxy bonding compound. The exposed surface shall be neatly finished to match the surface and texture of the adjacent concrete and cured. All patches shall be subject to the acceptance of the ENGINEER.

1.06 Protection Requirements

- A. Cold Weather Requirements. Adequate equipment shall be provided for heating the concrete materials to be used and protecting the concrete during freezing or near freezing weather. No frozen materials or materials containing ice shall be used.

1. All concrete materials and reinforcement, form fillers and ground which the concrete is to come in contact with shall be free from ice and frost. Whenever the temperature of the surrounding air is below 40°F, all concrete placed in the forms shall have a temperature of between 50°F and 70°F. Adequate means shall be provided for maintaining the temperature of all uncured concrete between 40°F and 80°F during the curing period.
2. After placement, the concrete shall be maintained at a minimum temperature of 40°F for at least 7 days. Discontinuance of protection from freezing must be gradual so that the drop in temperature of any portion of the concrete will not exceed 40°F in 24 hours.

3. The housing, covering or other protection used in connection with curing shall remain in place at least 24 hours after artificial heating is discontinued. Housings used to maintain the proper temperature during curing shall be adequately ventilated to prevent the accumulation of CO and CO₂ gases. The use of salt or chemicals for the prevention of freezing is prohibited. Protect concrete from carbon dioxide damage.
4. When heating of concrete material is required for cold-weather concreting, the aggregates and/or water shall be heated prior to batching to obtain a plastic concrete temperature not less than 50°F or more than 70°F, at the time the mixture is placed in the forms. Whenever temperature is 30°F or above, and when the aggregates are free of ice and frozen lumps, the desired temperature of the plastic concrete may be obtained by heating the mixing water only, unless otherwise ordered by the ENGINEER. When the air temperature is below 30°F, or whenever ordered, both mixing water and aggregates shall be heated as herein specified (water 70°F to 180°F - aggregate 40° to 100°F).

B. Hot Weather Concreting. When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 85°F. Mixing water may be chilled, or chopped ice may be used to control the concrete temperature provided the water equivalent of the ice is calculated to the total amount of mixing water.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
3. Wet forms thoroughly before placing concrete.
4. Use set-control admixtures when required and accepted in mix designs.

C. Protection of Concrete Construction. All surfaces shall be protected against injury. During the first 72 hours after placing the concrete, any wheeling, working or walking on the concrete shall not be permitted.

No concrete top surfaces or walls shall be placed during rain unless acceptable protective shelter is provided; during such weather, all concrete placed within the preceding 12 hours shall be protected.

PART 2

(Not Used)

PART 3

(Not Used)

*** END OF SECTION ***

SECTION 03302
SAMPLING AND TESTING

PART 1 SAMPLING AND TESTING

1.01 General

Concrete shall be tested throughout the progress of the concrete work as described herein. All testing, curing of test samples, transportation of test sample, and materials required for testing shall be furnished by a testing laboratory approved by the ENGINEER and shall be paid for by the CONTRACTOR. All sample taking and job site testing will be done by a qualified technician in the presence of and under the direction of the ENGINEER. The testing laboratory technician shall be present at the job site and available to the ENGINEER for all concrete placements.

1.02 Compressive Strength Testing

During the placing of the concrete, the testing laboratory technician shall prepare standard test cylinders which shall accurately represent the concrete placed in the forms. A minimum of four standard test cylinders shall be cast from the first and thereafter from each alternate truckload of concrete delivered to the job site. The ENGINEER, in the exercise of his judgment, may require that additional sets of four test cylinders each be made and tested from any truckload of concrete not scheduled for the taking of test cylinders. No concrete shall be placed if, in the opinion of the ENGINEER, there are not enough test cylinder moulds available at the job site for the making of scheduled and other required test cylinders.

Samples of concrete for making standard test cylinders shall be obtained in accordance with ASTM C 172. Casting, handling, and curing of test cylinders shall be in accordance with ASTM C 31 and ASTM C 94. After casting and immediate disposition in an approved curing box at the job site, test cylinders shall not be disturbed for the first twenty-four hours.

Every cylinder shall be labeled as to date, truckload number, design mix designation, design slump, actual slump, air content when known, and the structure, structures and/or section of structures or other location(s) placed. Additional information shall be included on the test cylinder labels when directed by the ENGINEER.

Cylinders shall be tested for compressive strength by the approved testing laboratory. Two test cylinders from each set of four shall be tested at the end of seven days. The two remaining test cylinders from each set shall be tested at the end of twenty-eight days. All testing shall be done in accordance with ASTM C 39.

Test reports shall be sent immediately and directly to the ENGINEER by the testing laboratory. Test reports shall include all information shown on the test cylinder label as previously described and the results of the compressive strength testing.

Any additional strength tests required, because of apparent failure of concrete to meet specification requirements, shall be paid for by the CONTRACTOR. When there is a question as to the quality of the structure because of cylinder strength test failures, strength tests may be required on specimens secured from the structure and tested in accordance with ASTM C 42 as requested by the ENGINEER.

1.03 Testing for Slump

Slump tests shall be made following the procedure in ASTM C 143. Slump tests will be made from any batch from which test cylinders are made and as directed by the ENGINEER. Tests shall be taken at the mixer of truck prior to placement in the forms or into any conveying equipment. Maximum slump is 4 inches.

If the measured slump falls outside the limits specified, a check test will be made immediately on another portion of the same sample. In the event of a second failure, the concrete will be considered to have failed to meet the requirements of the specifications and be rejected.

1.04 Testing for Air Content

Air content tests will be made at the site in the presence of and at the direction of the ENGINEER, in accordance with either ASTM C 138, C 173 or ASTM C 231. Air tests shall be made on all truckloads from which test cylinders are taken.

If the measured air content falls outside the limits specified, a check test will be made immediately on another portion of the same batch. In the event of a second failure, the concrete will be considered to have failed to meet the requirements of the specifications and be rejected.

In the event of any concrete having to be rejected for air content, every subsequent concrete load shall be tested for air until at least four consecutive concrete loads are acceptable for air content.

1.05 Testing for Temperature

Temperature readings will be made at the direction of the ENGINEER during the 7 day concrete curing period.

PART 2

(Not Used)

PART 3

(Not Used)

*** END OF SECTION ***

SUPPLEMENTARY SPECIFICATIONS

DIVISION 13

Specialty Construction

SECTION 13100
SOLIDS AND WATER PROCESSING SYSTEM

PART 1 GENERAL

1.01 SUMMARY

- A. CONTRACTOR shall install a sediment processing and water treatment system as depicted on the Plans, or equal, and as set forth in this specification.
- B. CONTRACTOR shall be responsible for the construction, operation, maintenance, and performance specifications as noted in Plans and Specifications.
- C. CONTRACTOR shall be responsible that the system shall segregate and dewater solids in the dredge slurry stream to maximize solids content for disposal to an appropriate disposal facility. The water treatment portion shall handle the stipulated flow and water volume, treat to discharge criteria, and discharge back into Lake Capri with no erosion to the lake bottom.
- D. CONTRACTOR may, at his expense, obtain sediment samples prior to bid submittal date. Sampling access will be arranged and overseen by ENGINEER on February 23 and 24, 1999 for obtaining sediment samples. All sampling equipment, collection, containers, health and safety gear is the responsibility of the CONTRACTOR. A small rowboat will be provided at the access location, and CONTRACTOR'S will schedule time slots for sediment collection (approximately 1 hour time slots are anticipated). The access point, procedures for CONTRACTOR to follow and scheduling for those wanting to collect sediment samples will be discussed and arranged at the end of the Pre-Bid Meeting.
- E. Soils which pass the hydrocyclone shall be filter pressed.

1.02 SUBMITTALS

- A. CONTRACTOR shall submit shop drawings on all pieces of equipment, including interconnecting transfer equipment, to be employed in the process train, including:
 - 1. weights, dimensions, and materials of construction.
 - 2. processing capacities, performance ratings, and guarantees,
 - 3. equipment arrangement scaled diagrams and elevations as applicable which illustrate component location, connections, and utilities.
 - 4. Site plan showing the location of equipment arrangements described above and the connection of those arrangements. CONTRACTOR shall locate equipment to minimize noise and odor impacts due to prevailing wind direction.
 - 5. other information as may be requested by the ENGINEER to verify conformance with the Plans and suitability of the item for the project.
 - 6. Discharge shall be to Lake Capri through a discharge pipeline south through Willetts Creek. A flow diffuser at the end of the discharge line into the lake and erosion control measures will be provided to prevent flow discharge impact to the lake at the point of discharge. CONTRACTOR shall submit a design sketch and location of the discharge end of the pipe to the ENGINEER for approval.

All shop drawings must be approved prior to commencing installation.

- B. Submit the identity and qualifications of designated Operators of the treatment systems.
- C. Thirty days prior to commencing operations, submit the following operation and maintenance information to verify continuing efficient operation and limit break-downs:

1. Daily Checklist and Operations Log for all systems as applicable.
2. Weekly Checklist and Operations Log for all systems not checked on a daily basis.
3. Spare parts lists for major pieces of equipment.
4. Identity of local mechanical subcontractors qualified in repair and fabrication of parts for the type and size equipment used.
5. Preventative maintenance schedule for major pieces of equipment.

1.03 PROJECT AND SITE CONDITIONS

- A. CONTRACTOR shall verify all underground and overhead utilities prior to proceeding with work.
- B. CONTRACTOR shall make all arrangements and pay all service, connection and other fees associated with obtaining utilities for the work.
- C. CONTRACTOR shall be advised that several light poles exist in the high school parking lot treatment area. CONTRACTOR shall protect light poles. CONTRACTOR may remove, protect, and replace light poles, as needed, at his expense.
- D. CONTRACTOR is responsible for clean-up of all spills and contamination resulting from his operations.
- E. CONTRACTOR shall provide a storm water retention basin to accommodate surface run-off from treatment area in accordance with the Plans. Basin will be sized for storage of a 2" rainfall event over the surface of the treatment area for a period of 24 hours. Run-off will be directed to the water treatment system for treatment and discharge.
- F. Fugitive dust, odors, chemical emissions, and noise shall be controlled to the limits prescribed. CONTRACTOR is responsible for planning, implementing, and maintaining effective control measures as may be required. Control measures will include installation of a 'Sprung' Building or equivalent over the filter press area. If CONTRACTOR fails to control his methods of operation or the noise levels of his equipment, then CONTRACTOR shall, at his expense, construct other noise minimizing structures and/or take other measures to prevent noise disturbances. This may include re-locating equipment.
- G. CONTRACTOR shall be advised that rotenone-killed fish commonly sink and therefore may become "debris" during dredging. Dredged/mangled fish flesh should be specifically pulled off screens and immediately placed in "airtight" receptacles so that it doesn't mix with granular materials and cause odor.

1.04 QUALITY ASSURANCE

- A. CONTRACTOR shall maintain at or near the site, equipment and personnel for performing moisture content analysis of dredge slurries and filter cake at different points in the system. CONTRACTOR shall perform moisture content analysis on a daily basis as required to assess performance of the dewatering systems and as directed by the ENGINEER.
- B. CONTRACTOR shall perform testing of liquid turbidity as shown on the Plans to monitor and maintain efficiency of the liquids processing system.
- C. CONTRACTOR shall perform all discharge monitoring as required by the NYSDEC Discharge Limits. Concurrent with effluent monitoring sampling, CONTRACTOR shall collect two additional samples as directed by the ENGINEER from upstream components of the treatment system (samples can be analysed if effluent discharge limits are not met in order to correct/modify system operation).
- D. In the event that any system performance or discharge requirements are not met, CONTRACTOR shall immediately notify ENGINEER and take measures to correct the situation and submit an action/contingency plan to the ENGINEER to address actions to be taken in the event of future occurrences.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials and equipment shall be adequate in capacity for required usage, shall not create unsafe conditions, and shall meet requirements of applicable codes and standards and approval of the ENGINEER.
- B. Materials shall be new and unused unless otherwise approved by the ENGINEER. Approval for such items may be withheld due to excess wear, inappropriate size, or other factors which may compromise use of the item.
- C. Transfer equipment shall be of a design to resist clogging, prevent equipment damage in the event of clogging, and allow orderly and prompt removal of obstructions.

PART 3 EXECUTION

3.01 GENERAL

- A. CONTRACTOR shall at all times maintain sufficient personnel, materials, and equipment to maintain effective operation of the processing systems.
- B. CONTRACTOR shall perform all such preventative maintenance, repairs, and replacement of system components as required.
- C. At all times the CONTRACTOR shall maintain the process systems and working area in a clean and orderly condition, free of debris, unused materials, and hazards of any kind.
- D. Safety guards and placards shall not at any time be removed from equipment unless equipment is locked and tagged out of operation.

3.02 SYSTEM TESTING AND START-UP

- A. Prior to start of full-scale processing, CONTRACTOR shall demonstrate for the ENGINEER'S approval the operation of all system components.
- B. CONTRACTOR shall correct any problems as directed by the ENGINEER.
- C. Processing shall not commence until all components are approved.

3.03 ROUTINE OPERATIONS

- A. At all times, CONTRACTOR shall adhere to the approved operation and maintenance procedures for the work.
- B. CONTRACTOR shall maintain a qualified Operator, approved by the ENGINEER, at the site in charge of all aspects of system performance and compliance. Operator's shall have at least three years experience in the operation and maintenance of filter presses, chemical precipitation system including coagulation, flocculation and clarification units, water filtration systems, and hazardous waste site remediation.
- C. CONTRACTOR shall submit Daily Logs each morning which cover the prior 24-hours work and Monthly Logs on the first Monday of each month for the preceding month's work. Daily and Monthly Logs shall note any significant performance or compliance problems during the preceding period, the measures undertaken to correct those problems and a running summary or such prior problems until their resolution.

3.04 CONTRACTOR ADJUSTMENTS

A. Operational Adjustments

1. Daily operational adjustments shall be noted on the Daily Log sheets.
2. Operational adjustments shall be reported to the ENGINEER as required by the ENGINEER.

B. Process Adjustments

1. Significant adjustments include removal or addition of process elements or the sustained operation of equipment at greater than the rate proposed in the initial Operations Plan.
2. CONTRACTOR shall propose to the ENGINEER such adjustments as may be needed to improve performance or reduce CONTRACTOR's costs for processing. Such proposal shall be accompanied by data, calculations, and manufacturer guarantees as needed to support the application.
3. ENGINEER may request additional information prior to approval.
4. Adjustments shall not be made without the prior approval of the ENGINEER.

3.05 EQUIPMENT REMOVAL AND SITE RESTORATION

- A. At the conclusion of work, CONTRACTOR shall decontaminate and remove all equipment, restore the site to original conditions, and conduct confirmatory sampling as required by the Plans.
- B. Prior to removing equipment from the site, CONTRACTOR shall submit to the ENGINEER a Certificate of Decontamination.
- C. All spills and contamination arising from the work shall be removed from the site and properly disposed of at CONTRACTOR's cost.
- D. All disturbed areas will be repaired, fertilized and seeded. In areas where grass cover does not develop, CONTRACTOR shall re-seed or take additional measures as needed to provide a sustainable grass cover resistant to erosion.

* * * END OF SECTION * * *

SECTION 13200
TRANSPORTATION AND DISPOSAL

PART 1 GENERAL

1.01 SUMMARY

- A. The CONTRACTOR shall properly load, transport and dispose of all solid and liquid hazardous and non-hazardous wastes removed from the site, to an appropriate disposal facility.
- B. CONTRACTOR shall be responsible and will be held accountable for assuring that all sampling, analysis, transportation and disposal requirement of the TSDF, SWMF, federal, state, and local governments are complied with and properly documented.

1.02 SUBMITTALS

A. Transportation

- 1. The CONTRACTOR shall submit a transportation plan detailing the following:
 - a. Type and number of Trucks and Shipping Container
 - b. Decontamination and load securing procedures
 - c. Manifest and placard procedures.
 - d. Travel routes and times.
- 2. A proposed list of transportation subcontractors and copies of their Part 364 Permits.

B. Disposal

- 1. The CONTRACTOR shall submit to the following information regarding each proposed disposal facility:
 - a. Name and Owner,
 - b. Type of facility/permit,
 - c. Contact person name and phone number,
 - d. Location,
 - e. Hours of Operation,
 - f. Record of Environmental and H&S compliance and violations for the past two years, and
 - g. Approved waste profiles.

1.03 QUALITY ASSURANCE

- A. The CONTRACTOR will receive weekly and submit an accounting of the loads of waste received, including Manifest number, bill of lading number, load weights as received, truck identification information and receipt date.
- B. The CONTRACTOR shall be responsible for resolving any discrepancies between loads shipped and received.
- C. The disposal facility will be subject to periodic audits by the ENGINEER.
- D. The disposal facility will provide a weekly certification that the material received met facility permit requirements such as free liquid content.

PART 2 PRODUCTS

(NOT USED)

PART 3 EXECUTION

3.01 TRANSPORTATION

- A. Each transportation vehicle will have a transporters permit pursuant to the provisions set forth in 6NYCRR Part 364 and any other applicable out of state regulations.
- B. CONTRACTOR is responsible for sizing all vehicles so that local road (Barberry Road, Higbie Lane) use limitations (ie. weight of loaded vehicle, axle loads, etc) are complied with. CONTRACTOR bid costs and work plan shall be based upon proper vehicle sizing.
- C. Manifesting and transportation of all hazardous waste will be in accordance with 6 NYCRR Part 372 and 40 CFR Part 263. The CONTRACTOR will be responsible for providing complete and accurate manifests for the signature of NYSDEC or their authorized representative. The completed manifest will accompany all shipments of hazardous waste while in transit at all time.
- D. Transportation of non-hazardous regulated waste will be in accordance with Federal Department of Transportation (DOT) regulations 49 CFR 172 and will be transported under a standard bill of lading.
- E. Any excess processing performed by CONTRACTOR to meet disposal facility requirements will be done by the CONTRACTOR at his expense.
- F. Processed material will be stored in stockpiles (maximum size of 500 CY), covered, and secured. Each stockpile will be composite sampled for disposal facility requirements as stipulated in the CONTRACTOR's Sampling and Analysis Plan and in accordance with the Testing Specification Section 01425. Based on the results, the material will be disposed of as hazardous or non-hazardous solid waste.
- G. Stockpiles shall be removed from site within five calendar days from time of stockpile sampling and securing.

3.02 ON-SITE TRAFFIC/HOURS OF OPERATION

- A. Trucks will enter and leave loading areas along designated routes.
- B. Routes will be established in the Facility Operations Plan and may be modified in the field with the ENGINEER's approval.
- C. Routes will be selected which are most convenient for routine operations.
- D. Trucks will be allowed to operate (load and haul) from 7am through 9pm, 14 hours per day, Monday through Saturday, to minimize disturbance to local residents.

3.03 TESTING PRIOR TO SHIPPING

- A. Waste will be tested at a frequency not less than one sample per 500 CY for cadmium concentration, paint filter, and moisture content and for other parameters as may be required by the disposal facility. (See Specification 1425). It is anticipated that Toxic Characteristic Leaching Procedure (TCLP) analysis be conducted on the waste material to determine if it is a characteristic hazardous waste (TCLP cadmium of 1ppm). The disposal facility may allow the CONTRACTOR to establish a correlation between total cadmium and TCLP cadmium which could save analytical costs and temporary storage time. It is not anticipated, based

upon treatability studies conducted, (results can be found in the RI/FS and PDI reports for the Site) that the removed/processed sediments will be hazardous.

- B. Sampling and analysis will be the responsibility of the CONTRACTOR. All samples will be collected according to the CONTRACTOR'S Sampling and Analysis, and Quality Assurance Plans and under the ENGINEER's observation. Results will be made available to the ENGINEER at least one day prior to the shipment of the material off site.
- C. Cadmium Levels - Useage and Disposal of Removed Sediments
 - 1. Cleanup goals for Lake Capri and the lagoon are stipulated in the Record of Decision (ROD) as 1ppm for total cadmium. Any removed materials whose analysis for total cadmium meet this cleanup level of 1.0 ppm cadmium or less will be considered clean and can be reused on site as needed, or exported as a non-hazardous soil.
 - 2. Removed materials (NOT filter pressed), whose total cadmium concentration is greater than 1ppm , shall be land-filled or meet beneficial useage requirements for alternate use.
 - 3. Filter pressed materials (filter cake) will require TCLP testing for disposal acceptance. All filter cake failing TCLP analysis will be classified as characteristic hazardous waste requiring disposal at a permitted hazardous waste landfill. Filter cake passing TCLP testing will be disposed of in a permitted solid waste landfill.
- D. Miscellaneous debris and vegetation shall be disposed of properly as approved by the ENGINEER.

3.04 SHIPPING CONTAINERS

- A. Sealed roll-offs will be DOT approved for the class material being transported. In addition, depending on the liquids content of the material being transported and the potential for leakage during transport, the contractor may be required to provide temporary polyethylene lining in the trucks or place adsorbent materials in the trucks prior to and/or after loading.
- B. All trucks will be covered with tarps prior to leaving the site.
- C. All trucks will be required to display appropriate placards and possess NYSDEC hauler permits prior to loading.
- D. Containers will be inspected prior to loading and prior to leaving the site.

3.05 TRUCK DECONTAMINATION

- A. The site will have an exclusion zone and a decontamination zone. After trucks are loaded, decontamination of tires and outer body prior to leaving the site may be required as established in the CONTRACTOR's Health and Safety Plan.
- B. The loading area will be maintained in as dry a condition as practical to limit the accumulation of debris on trucks.
- C. A truck wash station will be provided, if necessary, used, and maintained. Following the truck wash, vehicles will be subject to inspection prior to departing from the site. Manifests will not be released to drivers prior to verification of decontamination and mandatory documentation as described above.
- D. Debris and water resulting from truck decontamination will be considered to be contaminated and will be handled as site waste.

3.06 TRAFFIC CONTROL

- A. Local and construction traffic will be regulated during the project. The CONTRACTOR will be responsible for all signage needed for regulating traffic and posting detours.
- B. Waste transporters will be required to follow a route to the disposal location which is the most direct and causes the least disturbance to the surrounding areas.

3.07 DUST CONTROL

- A. Water will be applied to on-site haul roads and any disturbed areas as necessary to minimize fugitive dust emissions.
- B. The CONTRACTOR will supply a suitable water truck, if required, to suppress fugitive dust emissions. Procedures will be implemented to control the tracking of soil from the site to public roads and to regularly clean up soil which is tracked off site.

3.08 WEIGH SCALE

- A. The CONTRACTOR will supply a scale for weighing of trucks.
- B. All trucks entering and leaving the site will be weighed. All loads of waste admixture will also be weighed on delivery to the site.
- C. The scale will be provided and maintained with a current county certification.
- D. The CONTRACTOR will coordinate with the ENGINEER to verify accuracy of the scale on a weekly basis using a local commercial NYSDOT certified scale.

3.09 ENVIRONMENTAL HEALTH AND SAFETY CONTROLS

- A. In the event of a spill or discharge of hazardous waste during transportation, the transporter will take immediate action to protect human health and the environment. The appropriate action will include but not be limited to the following: notify local and state authorities, dike the spill area if necessary, and barricade spill area to prevent human contact.
- B. Run-off water from decontamination and traffic areas will be directed to the water treatment facility for processing prior to discharge.
- C. Truck loading operations will be conducted in a manner so as to minimize odors. This will include enclosure of the loading operation or other equivalent measures as approved by the ENGINEER. For safety reasons, transport drivers will not be permitted in the exclusion zone except as may be needed to observe loading of the trucks.

*** END OF SECTION ***

SECTION 13300
FISH ERADICATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. The CONTRACTOR shall eradicate the entire fish population in the lake and lagoon using Prenfish Toxicant 5%, or an approved equivalent, in approved concentrations. The CONTRACTOR shall immediately remove all fish carcasses from the lake, lake shoreline and lagoon area and any other area where fish carcasses appear and dispose of in an approved landfill.
- B. The CONTRACTOR shall adhere to 6NYCRR Part 328 regulations governing the use of chemicals for the control or extermination of undesirable fish during execution of this project.
- C. The CONTRACTOR shall not use dead fish for food, feed or in any way for consumption.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Only registered formulations of Fish Toxicant containing the active ingredient Rotenone in approved concentrations shall be used.
- B. The CONTRACTOR shall provide protective equipment including but not limited to approved respirators, eye protection and protective clothing to its employees involved in the dispersal of Fish Toxicant to prevent inhalation, eye exposure or absorption through the skin.
- C. Rotenone concentrations shall not exceed the 1 ppm NYSDEC regulatory limit.

2.02 SUBMITTALS

- A. The CONTRACTOR shall submit complete manufacturer's literature and data as well as Material Safety Data Sheets for the active ingredients in the Fish Toxicant product.
- B. The DEPARTMENT shall obtain the NYSDEC Fish Eradication Permit required for the application of Fish Toxicant. The CONTRACTOR shall adhere to the permit requirements.
- C. The CONTRACTOR shall submit a scale drawing or map including depth soundings adequate to determine the size, depth and volume of water to receive Fish Toxicant. The CONTRACTOR shall provide in writing prior to use, his calculation of application rates, exposure times and amount of Fish Toxicant product required as well as a description of the method of Toxicant dispersal. The map should include the location of inlets and outlets of water and location of water users in the area. The CONTRACTOR shall include the volume of the silty lake bottom in the " volume to be treated " calculation in order to affect burrowing bullheads.
- D. The CONTRACTOR shall submit a plan which details how the Fish Toxicant product will be stored, handled and disposed of on site. This plan should reflect a dry storage place inaccessible to children and pets.
- E. The CONTRACTOR shall submit an action plan for accidental exposure to hazardous materials.
- F. Rotenone has a shelf life of one year. The CONTRACTOR shall provide proof of the date that the Rotenone that will be used on this project was manufactured.

- G. The CONTRACTOR shall submit a fish eradication plan as required in Section 01300 that outlines the procedures for ensuring that active Rotenone does not discharge over the lakes outfall:
- H. The CONTRACTOR shall submit written evidence of training, certification or other authorization recognized by the DEPARTMENT showing the CONTRACTOR is qualified to handle and disperse the Fish Toxicant product.

PART 3 EXECUTION

3.01 AFFECTED WATERS

- A. Immediately prior to and during, and for two weeks following fish eradication in Lake Capri, signs must be posted on each lake property and along the Montauk Highway fence warning of the application of Rotenone, as required by NYCRR Part 328.6(g). These temporary signs must contain the words "Rotenone Application", "No Swimming", "No Watering of Animals", "Do Not Drink", or equivalent as approved by the Engineer.
- B. The CONTRACTOR shall prevent water containing active Rotenone from flowing over the spillway at the lake outlet for a duration of 6 days from the date of each Toxicant dispersal.
- C. The CONTRACTOR shall collect dead fish immediately (not more than a one-hour delay) after dispersal of the Fish Toxicant and continue collection and disposal until all carcasses are removed. Storage of dead fish on or near the project site is strictly prohibited. CONTRACTOR shall anticipate approximately 200 lbs. of dead fish per acre for collection and disposal. (Note: Rotenone killed fish commonly sink and therefore may become "debris" during the dredging operation if not all collected prior and may need special handling.)
- D. Prior to Fish Toxicant dispersal, The CONTRACTOR shall notify residents whose properties border the lake that the use of chemicals for controlling undesirable fish may result in the need for a temporary curtailment of certain water uses such as domestic water supply or animal consumption.
- E. The period of treatment is authorized from July 1st through September 15th or as specified by the ENGINEER.
- F. The CONTRACTOR shall install fish control measures at the Willetts creek inlet into the lake to prevent fish from swimming or jumping upstream during Rotenone applications.

3.02 METHOD OF APPLICATION

- A. Diluted solutions of Fish Toxicant shall be sprayed in low wind conditions for effective coverage and to avoid uneven distribution.

*** END OF SECTION ***

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SECTION XII
MEASUREMENT FOR PAYMENT

PART 1 - GENERAL

A. DESCRIPTION

1. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances, and all other services necessary to perform all Work required at the lump sum and unit prices bid for the items listed herein.
2. The items listed herein refer to and are the same pay items listed in the Bid Form. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, bonds, insurance, and all other requirements of the General Conditions, Supplementary Conditions, and the General Requirements. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed herein.

B. RELATED PROVISIONS SPECIFIED ELSEWHERE

1. Payments to CONTRACTOR: Refer to General Conditions and Contract Agreement.
2. Changes in Contract Price: General Conditions and Contract Agreement.

C. BID ITEMS

1. Bid Item No. 1 - Mobilization/Demobilization and Site Preparation
 - a. Bid Item 1 shall be bid lump sum price for site preparation as specified herein. The CONTRACTOR shall submit a separate bid breakdown (see Section III, Article 12) for this Bid Item that shows the individual cost of providing items in the scope work for this Bid Item as described below:
 - (1.) Mobilization/Demobilization
 - (2.) Clearing and Grubbing
 - (3.) Access Roads
 - (4.) Decontamination Station

- (5.) Staging Areas
 - (6.) Fencing
 - (7.) Field Offices
 - (8.) Site Control
 - (9.) As-Built Surveys
 - (10.) Weigh Station
 - (10.) Signs
 - (11.) Surface Water and Erosion Control
 - (12.) Utilities
 - underground or above ground primary and secondary electric and telephone and water services for site trailers and removed material processing area.
 - (14.) Soil Stockpile Pads
 - (15.) Permits, Substantive Requirements of Permits and Associated Fees
 - (16.) Bonding and Insurance
 - (17.) Revisions to Bid Submittals after award of Contract
 - (18.) Miscellaneous - Noise Control and Health and Safety requirements and all work necessary to satisfactorily complete the work that has not been included in the other payment items.
 - (19.) All other work per Section XI, Division 1, Sections 01020 through 01392, 01720, 01730, 02100, 02300, 02600, 02700, and 02800, unless otherwise specified.
- b. Measurement for Payment: The lump sum price for this Bid Item shall be full compensation for furnishing all labor, materials, tools, equipment and supervision required completing the individual items listed above. Payment shall be lump sum for all items listed above, including mobilization, demobilization, and miscellaneous as submitted in the CONTRACTOR's bid breakdown.

- (1.) Payment for this item will be made in the amount of 60% upon ENGINEER'S approval of the completed mobilization work.
 - (2.) Payment of 20% will be made upon substantial completion of all aspects of the work.
 - (3.) Payment of 20% will be made upon final completion and demobilization from Site.
2. Bid Item No. 2 - Dredging. Includes payment for all work in Sections 01425, 02200 and 02400, unless otherwise specified.
 - a. Item 2A - Hydraulic Dredging - Bulk. For dredging and treatment of removed sediments in the Lake and Lagoon per pre- and post-dredging surveys as approved by the ENGINEER. Paid as the work progresses based on monthly estimates of removed volumes. Includes all payments for all sampling, testing (Section 01425), water treatment system operation and maintenance, soils treatment system operation and maintenance, dredging, surveying, and all associated work, unless otherwise specified.
 - b. Item 2B - Hydraulic Dredging - Re - Dredging. For additional dredging of selected areas and volumes as directed by the Engineer, generally for volumes deeper than anticipated, in six inch thick (minimum) lifts, per surveys.
3. Bid Item No. 3 - Bulkhead Backfilling. Per linear foot of existing bulkhead properly backfilled (per Section 02200) by hand without disturbing adjacent waters or properties. Measured per segment backfilled, by survey tape in the field, paid as work progresses.
4. Bid Item No. 4 - Willetts Creek Excavation. For all costs involved with mobilization, access, clearing, erosion control, stream flow control, stream diversion, excavation, transportation, restoration, treatment, and all other work required per Section 02250, to excavate and remove 6" deep soils, in creekbed areas as directed by the ENGINEER, measured in the creekbed as width by length by 6" deep, per cubic yard in place.
5. Bid Item No. 5 - Solids Separation System
 - a. Measurement for Payment: The lump sum price for this Bid Item shall be full compensation for preparation of plans and submittals, mobilization of the solids separation system (i.e., vibrating screens, hydrocyclone, primary settling tanks, filter presses, lime, additives,

pumps, piping and holding tanks) and support equipment to the site, system assembly and start-up and, at the conclusion of work, removal of CONTRACTOR equipment and waste materials from the site. This bid item includes furnishing all labor, materials, tools, equipment and supervision required for construction and finishing of any miscellaneous required treatment enclosures (other than the Bid Item No. 7 Treatment Building) and includes all structural and mechanical work, utility connections and incidental work such as work pads and liners, finishing, electrical wiring, piping, and ventilation and light systems, entrance ways to provide housing and enable proper operation of treatment systems per appropriate paragraphs of Section 13100..

- (1.) Payment will be made in the amount of 80% upon ENGINEERS approval of the solids separation system operation and correction of any deficiencies which in the ENGINEERS judgement prevent full start-up.
- (2.) Payment of the remaining 20% will be made upon CONTRACTORS demobilization of site equipment and ENGINEERS approval of cleaning and restoration work completed by the CONTRACTOR.

6. Bid Item No. 6 - Water Treatment System

b. Measurement for Payment: The lump sum price for this Bid Item shall be full compensation for preparation of plans and submittals, mobilization of the water treatment system (i.e., modutanks, clarifiers, additives, sand filters, pumps and piping-system and discharge) and support equipment to the site, system assembly and start-up, sampling and analysis of system influent and effluent and, at the conclusion of work, removal of CONTRACTOR equipment and waste materials from the site, per appropriate paragraphs of Section 13100. .

- (1.) Payment will be made in the amount of 80% upon ENGINEERS approval of the water treatment system operation and correction of any deficiencies which in the ENGINEERS judgement prevent full start-up.
- (2.) Payment of the remaining 20% will be made upon CONTRACTORS demobilization of site equipment and ENGINEERS approval of cleaning and restoration work completed by the CONTRACTOR.

7. Bid Item No. 7 - Treatment Building.

Lump sum payment item for the singular building required at the Filter Press work area. Includes installation, maintenance, foundation preparation, ventilation system, and proper removal of the temporary building and associated construction features upon completion, in accordance with the Specifications and appropriate Drawings. Does not include payments for other structures which may be required to house pumps or other components of the treatment systems, which will be at CONTRACTOR's expense, as required. Payment shall be 80% upon construction, and 20% upon demobilization.

8. Bid Item No. 8 - Erosion Control Fencing.

Includes furnishing, installation, maintenance, and timely removal of the specified fencing. Paid per linear foot measured in-place, for work at the perimeter of the Higbie Lane Staging Area, at the Treatment Area Sedimentation Basin, 100' at the Willetts Creek Excavation work area, and other areas as directed by the ENGINEER, and in accordance with the Specifications and Drawings. Stream barriers/diversion structures in the creekbed of Willetts Creek are not included in this pay item, and are to be included with work under Bid Item No. 4. To be paid as work progresses.

9. Bid Item No. 9 - Higbie Lane Staging Area (HLSA) . Work to progress only upon ENGINEER's direction.

a) Item 9A - Includes all ancillary labor and materials not otherwise specified to accomplish the work at the HLSA, to include mobilization and demobilization costs, signage, etc. Includes payment for surface drainage control measures, control and disposal of clean runoff waters, and control and disposal of contaminated runoff waters.

b) Item 9B - clear and grub measured length by width of areas completed, as work progresses. The stripping and stockpiling of topsoil by CONTRACTOR shall be included for payment with this pay item.

c) Item 9C - Includes furnishing, installation, and maintenance of fencing, fencing with "vision slats", and gates. Measured length by width of extent of fencing, including the linear footage of the gates.

d) Item 9D - Includes furnishing, installation, grading, compacting, surveying, placement, transport, delivery, maintenance, and all other costs associated. Paid per cubic yard compacted in place to 12" thickness, by width by length, as work progresses. Includes furnishing, installing, and maintaining the woven geotextile fabric placed beneath the 12" thickness of gravel.

e) Item 9E - Paid as lump sum for the furnishing and installation of all material, labor, and associated costs for the soil material, topsoil, seeding, plantings, shaping, layout, and growth warranty of the plantings on the berm. Paid 100% upon completion of all berm seeding.

f) Item 9F - Allocation. Bidders shall include this number in their total bid price. This sum covers an allocation of funds for future construction of the finished restoration of the Higbie Lane site, to be designed and bid later in 1999.

10. Bid Item No. 10 - Disposal. Includes transportation and disposal of all removed soils and debris, per Section 13200.

- c. Bid Items No. 10 A and 10B shall be a unit price bid for each ton of sediment and creekbed material properly pressed, treated, tested, transported, and disposed as specified herein.
- d. The CONTRACTOR shall not be reimbursed under Item 10 for the disposal of material removed from areas beyond the lateral or vertical extent of the Limits of Dredging or Excavation, except as expressly approved in writing by ENGINEER before the additional material is removed.
- e. The CONTRACTOR shall not be reimbursed for the weight of material added to the material for stabilization purposes. CONTRACTOR shall measure dry weight of stabilization agents prior to addition to dredged/excavated material.
- f. The CONTRACTOR shall maintain the weight of all outgoing material under Bid Items 10A and 10B at no more than 49% percent moisture content by weight. Weight due to moisture in excess of 49% will be deducted from payment. Moisture content is defined as "the ratio of weight of water divided by total weight of wet soil".
- g. The CONTRACTOR shall provide a unit price for each class of material as follows:
 - (1.) Bid Item 10A: Hazardous Material with a TCLP cadmium concentration greater than 1 ppm for disposal in a permitted hazardous waste disposal facility; and
 - (2.) Bid Item 10B: Non-Hazardous Material with a TCLP cadmium concentration less than 1 ppm for disposal in a permitted industrial or municipal, non-hazardous waste disposal facility.

- h. Measurement for Payment: The unit prices for this Bid Item shall represent full compensation for furnishing all labor, materials, tools, and equipment required for the proper transport and disposal of the sediment material. Progress payments will be made for the amount of sediment which has been weighed on the on-site scale and properly disposed.
- i. Bid Items 10 C and 10 D - Includes transportation and disposal of all hazardous and non-hazardous soils, respectively, which do not require filter pressing. Measured geometrically as length by width by height on-site and in geometric storage/transport containers prior to export.
- j. Bid Items 10E and 10 F - Includes transportation and handling of all hazardous and non-hazardous debris, respectively, which is encountered during the conduct of the work. This includes material which can not pass through the solids and liquids treatment systems, such as logs, branches, rocks, scrap metal, etc, which is found in the way of soils to be removed in the Lake, Lagoon, or Willetts Creed excavation areas. This does not include CONTRACTOR's garbage/solid waste from the field trailers or other sources. This material will be reduced to manageable pieces to minimize air space, placed "reasonably compact" to the ENGINEER's satisfaction in storage/transport containers, and measured on-site geometrically as a length by width by height cubic yardage prior to export.

11. Bid Item No. 11 - Asphalt, 2", Type 7F

Includes furnishing and installation of all labor and materials to place asphalt at the High School parking lot wherever treatment areas were used, to the extent as authorized by the ENGINEER. Payment shall be 80% upon placement and compaction, 10% upon substantial completion, and 10% upon final completion, and shall be measured length by width of areas covered by new asphalt per Section 02900.

12. Bid Item No. 12 - Fish Eradication

a) Item 12A - Fish Eradication. Lump sum includes all labor and materials to prepare and to conduct all eradication measures per Section 13300.

b) Item 12B - Fish Collection and Disposal - paid by pound measured prior to departure from the Site, for all labor and material necessary to collect and legally dispose of fish carcasses, per Section 13300.

13. Bid Item No. 13 - PLI - See explanation on the Bid Form for this item.

SECTION XIII

Wage Rates and Associated Contract Requirements

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SECTION XIII *Wage Rates and Associated Contract Requirements* XIII-1



NEW YORK STATE DEPT. OF LABOR
 Bureau of Public Work
 State Office Building Campus
 Albany, NY 12240

NYS DEC

Schedule Type

COMPLETE 1998A
 Date 12/14/98

AMY VAN LAAK
 EARTH TECH
 12 METRO PARK ROAD

ALBANY NY 12205

Prevailing Rate Case No.

9809024 01
 PROJECT ID #: NONE
 CAPRI LAKE/WILLETTS CREEK
 SEDIMENT REMOVAL/DISPOSAL
 CONTRACT, LONG ISLAND

SUFFOLK COUNTY
 AGY. OF JURIS. : OTHER NEW YORK STATE AGENCY
 NAT. OF PROJECT: OTHER RECON, MAINT, REPAIR, ALT

Copies of the wage and supplement schedule for the Public Work project identified above are enclosed herewith. Sec.220.3a of the Labor Law requires that certain information be furnished to the Commissioner of Labor.

Accordingly, you MUST complete ONE of these requests for EACH prime contract let immediately upon notifying a successful bidder for this Public Work project. Photocopy as many blank forms as required to supply one for each contractor.

Return this request to the address given above

- Project CANCELLED, POSTPONED or assigned to agency's own employees. If reactivated, new rates and supplements will be requested.
- CONTRACT AWARDED: (check one and indicate date of first legal instrument which bound agency to contract.)
 - Letter of Intent _____
 - Contract Signed _____
 - Resolution _____

Work to be done by this prime contractor:

Type of Contract: CHECK APPLICABLE TYPE

- (01) General Construction
- (02) Heating/Ventilation
- (03) Electrical
- (04) Plumbing
- (05) Other _____

Contractor Information: ALL INFORMATION MUST BE SUPPLIED

Federal Employer Identification Number: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Amount of Contract _____ Approximate Starting Date: ___/___/___

Approximate Completion Date: ___/___/___

Estimated Date Entire Project Will be Completed: ___/___/___

CONTRACTS NOT YET AWARDED

Type of Contract (Check all applicable contract types)

- (01) General Construction
- (02) Heating/Ventilation
- (03) Electrical
- (04) Plumbing
- (05) Other _____

Signature _____ Date _____

NEW YORK STATE DEPARTMENT OF LABOR
BUREAU OF PUBLIC WORK
STATE OFFICE BUILDING CAMPUS
ALBANY, NY 12240

SCHEDULE 1998A

Date 12/14/98

NYS DEC

PRC 9809024 SUFFOLK COUNTY 01

AMY VAN LAAK
EARTH TECH
12 METRO PARK ROAD

ALBANY

NY 12205

Location and Type of Project
PROJECT ID #: NONE
CAPRI LAKE/WILLETTS CREEK
SEDIMENT REMOVAL/DISPOSAL
CONTRACT, LONG ISLAND
T/O WEST ISLIP

In response to your request, enclosed is the schedule of the prevailing hourly wage rates and the prevailing hourly supplements for the above project, together with copies of the Notice of Contract Let (PW-16) for your use. THE SCHEDULES MUST BE ANNEXED TO AND FORM A PART OF THE SPECIFICATIONS FOR THIS PROJECT WHEN IT IS ADVERTISED FOR BIDS. These schedules have been prepared and forwarded in accordance with Article 8 of the NYS Labor Law, which provides that it shall be the duty of the fiscal officer to ascertain and determine the schedules of supplements to be provided and wages to be paid to workers, laborers and mechanics employed on public work projects, and to file such schedules with the Department having jurisdiction.

The attached rates are based on the latest information available to the Department of Labor, Bureau of Public Work. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the Public Work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project.

This schedule is effective from July 1, 1998 through June 30, 1999. A new updated schedule will automatically be mailed to you each July 1 until we are notified that the project is completed or canceled.

Note: A 1997 AMENDMENT TO SECTION 220 OF THE LABOR LAW REQUIRES THE DEPT. OF JURISDICTION TO RECEIVE AND MAINTAIN MONTHLY TRANSCRIPTS OF PAYROLL RECORDS FOR THREE YEARS FROM THE DATE OF COMPLETION OF THE WORK IN THE AWARDED CONTRACT.

Very truly yours,

CHET RYSEDORPH
DIRECTOR

NOTICE TO CONTRACTING AGENCIES:

Upon cancellation or completion of this project, enter the necessary information and return this page to Bureau of Public Work, Rm. 136, Bldg. 12, SOBC, Albany, NY 12240.

PROJECT HAS BEEN COMPLETED/CANCELED:

Date _____

Signature _____

Title _____

For additional information, contact the following District Offices:

Albany (518) 457-2744
Binghamton (607) 721-8005
Buffalo (716) 847-7159
Hempstead (516) 485-4878
New York City (212) 352-6088
PW-200 (6-98)

Syracuse (315) 428-4056
Rochester (716) 258-4505
Utica (315) 793-2314
White Plains (914) 997-9507

CONTRACT REQUIREMENTS

Each public work contract to which the State, a public benefit corporation, a municipal corporation or a commission appointed pursuant to law is a party and which may involve the employment of laborers, workers or mechanics, shall comply with the requirements of Article 8 (Sections 220-223) of the New York State Labor Law:

1. No laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the extraordinary emergencies set forth in the Labor Law or where a dispensation is granted by the Commissioner of Labor.
2. Each laborer, worker or mechanic employed by the contractor or subcontractor shall be paid not less than the prevailing rate of wages as indicated on the wage schedule provided by the Department, Bureau of Public Work. The prevailing rate of wage shall be annually determined no later than thirty days prior to July 1st of each year. The prevailing rate of wage for the period commencing July first of such year through June thirtieth, inclusive of the following year shall be the rate of wage set forth in collective bargaining agreements for the same period, including those increases for such period which are directly ascertainable from such collective bargaining agreements.
(See Sections 220.3, 220.5)
3. It shall be the duty of the department of jurisdiction to file with the fiscal officer, the classification of workers mechanics and laborers to be employed on a public work project, together with a statement of the work to be performed by each classification. (See Section 220.3-a)
4. The contractor and every subcontractor shall post in a prominent and accessible place at the work site a statement of all wage rates and supplements to be paid or provided for the various classes of mechanics, workers or laborers. (See Section 220.3-a)
5. No employee shall be deemed to be an apprentice unless individually registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the contractor as to its work force on any job under the registered program. Any employee who is not registered as above, shall be paid or provided the prevailing wage and supplement rate for the journey level classification of work actually performed. The contractor or subcontractor will be required to furnish written evidence of registration of its program and apprentices as well as of the appropriate ratios and wage and supplement rates for the area of construction, prior to using any apprentices on the contract work. (See Section 220.3-e)
6. (a) No contractor, subcontractor, nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. (See Section 220-e(a))

(b) No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex or national origin. (See Section 220-e(b))
Note: The Human Rights Law also prohibits discrimination in employment because of age, marital status or religion.

(c) There may be deducted from the amount payable to the contractor under the contract a penalty of fifty dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract. (Section 220-e(c))

- (d) The contract may be cancelled or terminated by the State or municipality, and all moneys due or to become due thereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of the antidiscrimination sections of the contract. (See Section 220-e(d))
- 7. (a) All contractors or their subcontractors shall provide to their subcontractors a copy of the prevailing wage rate schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8 or the Labor Law. (See Section 220-e(d))
- (b) All subcontractors engaged by a public improvement contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the wage schedule and will pay or provide the applicable rate of wages and supplements specified therein. (See Section 220-a)

PW-3 (4-95).

ATTENTION: ALL CONTRACTORS AND SUBCONTRACTORS
ENGAGED ON PUBLIC WORK PROJECTS IN NEW YORK STATE

INTRODUCTION: Below are the major provisions of the Labor Law covering workers on public work projects.

HOURS: A laborer, worker or mechanic is permitted to work on a public work project no more than eight hours a day and no more than five days in a week, except in case of extraordinary emergency such as a fire, flood or danger to life or property. You may apply to the Bureau of Public Work for a DISPENSATION permitting workers to work additional hours or days per week on a particular public work project.

WAGES AND SUPPLEMENTS: The wages and supplements to be paid and provided for laborers, workers and mechanics employed on a public work project shall be not less than those listed in the current prevailing rate schedule for the locality where the work is performed. If a prevailing rate schedule for the project has not been provided to the prime contractor by the department of jurisdiction (i.e., the governmental entity awarding the public work contract), or to a subcontractor by the prime contractor, the applicable schedule must be obtained from the Department of Jurisdiction, who must make written application to the Bureau of Public Work, Labor Department, Building No. 12, State Office Building Campus, Albany, New York 12240.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by its subcontractors.

PAYROLL RECORDS: Every contractor and subcontractor must keep originals or transcripts of payroll records, showing for each person employed on public work, the following:

1. Name
2. Address and phone number
3. Social Security Number,
4. Occupational classification in which worked,
5. Hourly wage rate paid
6. Supplements provided
7. Daily and weekly number of hours worked in each classification
8. Deductions made
9. Actual wages paid.

When payroll records are requested by the Commissioner, each payroll record must be affirmed as true under the penalties of perjury which means a notarized signature to that effect. Such records must be kept on the site of the work when the contractor or subcontractor does not maintain a regular place of business in New York State and the amount of the contract exceeds \$25,000. All other contractors and subcontractors must, within 5 days after a request, produce at the work site the original payrolls or transcripts.

Every contractor and subcontractor shall submit to the Dept. of Jurisdiction within thirty days after issuance of it's first payroll, and every thirty days thereafter, a transcript of the original payroll records, subscribed and affirmed as true under penalty of perjury, as provided by Article 8, Section 220, of the NYS Labor Law. The DEPARTMENT OF JURISDICTION shall receive and maintain such payroll records. The original payrolls and transcripts must be preserved for three years from the date of completion of the project.

POSTING: The current prevailing rate schedule must be posted in a prominent and accessible place on the site of the public work project.

APPRENTICES: Employees cannot be paid apprentice rates if they are not individually registered under a program or agreement registered with the Commissioner of Labor. The contractor or subcontractor will be required to furnish written evidence of the registration of its program and apprentices and of the appropriate ratio. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the ratio permitted to the contractor or subcontractor as to its work force on any job under the registered program. An employee listed on a payroll as an apprentice, who is not registered as above, must be paid the prevailing journeyman's wage rate for that classification of work.

WITHHOLDING OF PAYMENTS: When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract may be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

INTEREST AND PENALTIES: If an underpayment of wages or supplements is found, interest must be added at the rate then in effect prescribed by the Superintendent of Banks pursuant to section 14-a of the banking law per annum from the date of underpayment to the date of the new payment, and may also include the imposition of a civil penalty not to exceed 25% of the amount due.

DEBARMENT: When final determinations have been made against a contractor or subcontractor in two instances within a six-year period determining that it willfully failed to pay or provide the prevailing rate of wages or supplements, or if there is one wilful violation that involves falsification of payroll records or kickback of wages, such contractor or subcontractor will be ineligible to bid on or be awarded a public work contract for a period of five years from the second final determination.

CRIMINAL SANCTIONS: Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

DISCRIMINATION: No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status. Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment or employment training centers, notices furnished by the State Division of Human Rights.

POSTING OF OTHER NOTICES: Every employer providing worker's compensation insurance and disability benefits must post in a conspicuous place notices of such coverage in a form prescribed by the Workers' Compensation Board.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post notices furnished by the State Department of Labor.

NOTICE OF NEW PREVAILING WAGE RATE PUBLICATIONS

APPLICABLE TO ALL COUNTIES

(*) AS NOTED ON PREVAILING RATE SCHEDULES PAGES.

The annual determination of the prevailing rates of wages and supplements for workers employed on public work projects throughout the state will be published on May 31st of each year. These new rates will be in effect July 1st thru June 30th. This new determination will supersede the original schedule or any prior issued annual determination.

It is the responsibility of the contracting agency or its agents to provide all prevailing rate schedules to contractors immediately upon receipt. Any rate change from a previously issued determination becomes effective July 1st, regardless of whether the new determination has been received by the contractor.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates that additional adjustments become effective.

PW-202 (4-95)

docm: letterd

VERIFYING THE REGISTRATION APPRENTICES

Certain State and Federal Laws require that apprentices must be individually registered as such in order to be paid apprenticeship rates on Public Work.

The New York Labor Department is the official registration agency for apprentices in New York State. No other Federal or State Agency or office registers apprentices in New York State.

Each year the apprentice training central office in Albany receives hundreds of requests from Federal and State Agencies, Contractors, and other interested parties requesting verification of individual apprentice registrations.

The following information is provided in order to clarify New York State procedures.

All registered apprentices in New York State are individually registered by name, address, social security number, starting date of training, and other related data.

This information is computerized and is available ONLY through the Albany Apprentice Training Central Office.

Persons wishing to verify the apprentice registration of any individual should write to the Senior Employment Consultant, New York State Department of Labor, Job Service and Training Division, Building 12, Room 223, State Office Building Campus, Albany, New York 12240.

All inquiries MUST include name and social security number and will be answered in writing. The response will indicate whether or not the individual is registered, and if so, will provide other pertinent information regarding the registration.

The only conclusive proof of individual apprentice registration is written verification from the Albany Apprentice Training Central Office. Neither Federal nor State Apprentice Training Offices outside Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any individual is registered in that program.

Furthermore, the existence or possession of wallet cards, identification cards or copies of state forms are not conclusive proof of the registration of any individual as an apprentice.



NEW YORK STATE DEPT. OF LABOR
 Bureau of Public Work
 State Office Building Campus
 Albany, NY 12240

NYS DEC

Schedule Type

COMPLETE 1998A
 Date 12/14/98

AMY VAN LAAK
 EARTH TECH
 12 METRO PARK ROAD

ALBANY NY 12205

Prevailing Rate Case No.

9809024 01
 PROJECT ID #: NONE
 CAPRI LAKE/WILLETTS CREEK
 SEDIMENT REMOVAL/DISPOSAL
 CONTRACT, LONG ISLAND

SUFFOLK COUNTY
 AGY. OF JURIS. : OTHER NEW YORK STATE AGENCY
 NAT. OF PROJECT: OTHER RECON, MAINT, REPAIR, ALT

Copies of the wage and supplement schedule for the Public Work project identified above are enclosed herewith. Sec.220.3a of the Labor Law requires that certain information be furnished to the Commissioner of Labor.

Accordingly, you MUST complete ONE of these requests for EACH prime contract let immediately upon notifying a successful bidder for this Public Work project. Photocopy as many blank forms as required to supply one for each contractor.

Return this request to the address given above

- Project CANCELLED, POSTPONED or assigned to agency's own employees. If reactivated, new rates and supplements will be requested.
- CONTRACT AWARDED: (check one and indicate date of first legal instrument which bound agency to contract.)
 - Letter of Intent _____
 - Contract Signed _____
 - Resolution _____

Work to be done by this prime contractor:

Type of Contract: CHECK APPLICABLE TYPE

- (01) General Construction
- (02) Heating/Ventilation
- (03) Electrical
- (04) Plumbing
- (05) Other _____

Contractor Information: ALL INFORMATION MUST BE SUPPLIED

Federal Employer Identification Number: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Amount of Contract _____ Approximate Starting Date: ___/___/___

Approximate Completion Date: ___/___/___

Estimated Date Entire Project Will be Completed: ___/___/___

CONTRACTS NOT YET AWARDED

Type of Contract (Check all applicable contract types)

- (01) General Construction
- (02) Heating/Ventilation
- (03) Electrical
- (04) Plumbing
- (05) Other _____

Signature _____ Date _____

Prevailing Rate Schedule

New York State

Department of Labor

-----Case Number-----

9809024
SUFFOLK

-----1998A-----

INSTRUCTIONSPREVAILING RATE SCHEDULE INFORMATION

The information listed below is provided to assist you in the interpretation of particular requirements, for each classification of worker, contained in the attached Schedule of Prevailing Rates.

PAID HOLIDAYS

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work.

Note: If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (this may include paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular trade or occupation, your attention should be directed to the dates above the column(s) of rates. These are the dates that any adjustments become effective. However, if the last date listed in a particular occupation is prior to June 30 of the current year, the rate listed for that time period is valid until the new annual determination takes effect on July 1 of that year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements and, if the department of jurisdiction does not provide a copy of the current annual determination on or before July 1, you should contact the Bureau of Public Work for the correct information.

Workers Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage under the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

-Contractor to be awarded contract must provide proof of Workers' Compensation coverage prior to being allowed to begin work.

-The policy of insurance must be issued by a company authorized to provide Workers' Compensation coverage in this state.

Prevailing Rate Schedule

New York State

Department of Labor

-----Case Number-----

9809024
SUFFOLK

-----1998A-----

-Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

-If New York State coverage is added to an existing out of state policy, it can only be added to a policy of a company authorized to write Workers' Compensation coverage in this state, and the coverage must be listed under item 3A of the information page.

-The contract must maintain proof that subcontractors doing work covered under this contract secure and maintain a Workers' Compensation policy for all employees working in New York State.

If you have any questions concerning the attached schedule or would like additional information, please contact the BUREAU of PUBLIC WORK at (518) 457-5589 or write to the NEW YORK STATE DEPARTMENT of LABOR, BUREAU of PUBLIC WORK, BUILDING 12, STATE OFFICE BUILDING CAMPUS, ALBANY, NEW YORK 12240. (6/30/98)

 OVERTIME

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the OVERTIME section.

- (A) Time and one half of the hourly rate after 7 hours per day.
- (AA) Time and one half of the hourly rate after 7 and one half hours per day.
- (B) Time and one half of the hourly rate after 8 hours per day.
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours.
- (C) Double the hourly rate after 7 hours per day.
- (C1) Double the hourly rate after 7 and one half hours per day.
- (D) Double the hourly rate after 8 hours per day.
- (D1) Double the hourly rate after 9 hours per day.
- (E) Time and one half of the hourly rate on Saturday.
- (E1) Time and one half 1st 4 hours on Saturday. Double the hourly rate all additional Saturday hours.
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather.
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week.
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather.
- (F) Time and one half of the hourly rate on Saturday and Sunday.
- (G) Time and one half of the hourly rate on Saturday and Holidays.
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays.
- (I) Time and one half of the hourly rate on Sunday.
- (J) Time and one half of the hourly rate on Sunday and Holidays.
- (K) Time and one half of the hourly rate on Holidays.
- (L) Double the hourly rate on Saturday.
- (M) Double the hourly rate on Saturday and Sunday.
- (N) Double the hourly rate on Saturday and Holidays.
- (O) Double the hourly rate on Saturday, Sunday, and Holidays.
- (P) Double the hourly rate on Sunday.
- (Q) Double the hourly rate on Sunday and Holidays.
- (R) Double the hourly rate on Holidays.

Prevailing Rate Schedule

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- (S) Two and one half times the hourly rate for Holidays, if worked.
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Hoilidays. One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked.
- (U) Four times the hourly rate for Holidays, if worked.
- (V) Including benefits at SAME PREMIUM as shown for overtime.
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

HOLIDAYS

PAID

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work.

Note: If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None.
- (2) Labor Day.
- (3) Memorial Day and Labor Day.
- (4) Memorial Day and July 4th.
- (5) Memorial Day, July 4th, and Labor Day.
- (6) New Year's Day, Thanksgiving Day, and Christmas Day.
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day.
- (8) Good Friday.
- (9) Lincoln's Birthday.
- (10) Washington's Birthday.
- (11) Columbus Day.
- (12) Election Day.
- (13) Presidential Election Day.
- (14) 1/2 Day on Presidential Election Day.
- (15) Veterans Day.
- (16) Day after Thanksgiving Day.
- (17) July 4th.
- (18) 1/2 Day before Christmas Day.
- (19) 1/2 Day before New Years Day.
- (20) Thanksgiving Day.
- (21) New Year's Day.
- (22) Christmas Day.
- (23) Day before Christmas.
- (24) Day before New Year's Day.
- (25) Presidents' Day.
- (26) Martin Luther King, Jr. Day.

Prevailing Rate Schedule

New York State

Department of Labor

-----Case Number-----

9809024
SUFFOLK

-----1998A-----

ASBESTOS WORKER

<u>WAGES</u> (per hour)	7/01/98- 12/31/98	1/01/99- 6/30/99
Asbestos Worker.....	\$ 33.65	1.30 Addit. Per Hr.

OVERTIME: See (C, O, T*, V) on OVERTIME PAGE.
* overtime code T applies to Labor Day only if worked.

HOLIDAYS:
PAID: See (1) on HOLIDAY PAGE.
OVERTIME: See (5, 6, 7, 11, 16) on HOLIDAY PAGE.
For Rem./Abatement: See (1) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following percentage of Journeyman's rates.
1st 2nd 3rd 4th
40% 50% 70% 80%

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyman	\$ 16.30
Apprentices	Same % as wages of \$ 16.30

<u>WAGES</u> (per hour)	12/01/97- 5/31/99	6/01/99- 5/31/00
Rem./Abatement only*....	\$ 20.00	22.00

*On mechanical systems that are not to be scrapped.

OVERTIME: Rem./Abatement: Time and One-Half after 8 hours per day and after 5 work days per week.

Journeyman Rem & Abatement	\$ 4.00	4.00
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9-12

BOILERMAKER

<u>WAGES</u> (per hour)	9/01/97- 8/31/98	9/01/98 8/31/99
Boilermaker (7-hour day).....	\$ 32.15	\$ 33.05
Boilermaker (8-hour day).....	34.10	35.00

OVERTIME PAY: See (C, O) on OVERTIME PAGE for 7-hour day.
See (D, O) on OVERTIME PAGE for 8-hour day.

HOLIDAYS:
PAID: See (8, 16, 23, 24) on HOLIDAY PAGE.

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HOLIDAYS:

PAID: See (18, 19) on HOLIDAY PAGE.

PAID: See (5, 6, 11, 13, 16, 18, 19, 25) for 1st & 2nd yr. Apprentices

OVERTIME: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

SUPPLEMENTAL BENEFITS:(per hour worked) - See Below.

9-2287

CARPENTER

<u>WAGES</u> (per hour)	7/01/98-	7/01/99-
	6/30/99	6/30/00

Piledriver..... \$	29.15	3.00
Dockbuilder.....	29.15	Addit. Per Hr.

OVERTIME PAY: See (B, E2, O) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (18, 19) on HOLIDAY PAGE.

PAID: See (5, 6, 11, 13, 16, 18, 19, 25) for 1st & 2nd yr. Apprentices

OVERTIME: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

SUPPLEMENTAL BENEFITS: (per hour paid) - See Below.

9-1456

CARPENTER

<u>WAGES</u> (per hour)	7/01/98-
	6/30/99

Marine Construction:	
Marine Diver.....\$	35.89
" " Tender....	26.43

OVERTIME PAY: See (B, E, E2, Q) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (18, 19) on HOLIDAY PAGE.

PAID: See (5, 6, 10, 11, 13, 16, 18, 19) for 1st & 2nd yr. Apprentices

OVERTIME: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS:(per hour paid) - See Below.

9-1456/D

CARPENTER

<u>WAGES</u> (per hour)	7/01/98-	7/01/99-
	6/30/99	6/30/00

Timberman\$	26.60	2.85 Addit. Per Hr.
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Prevailing Rate Schedule

New York State

Department of Labor

-----Case Number-----

9809024
SUFFOLK

1998A

OVERTIME: See (B, E, E2, Q) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (18, 19) on HOLIDAY PAGE.

PAID: See (5, 6, 11, 13, 16, 18, 19, 25) for 1st & 2nd yr. Apprentices

OVERTIME: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following percentage of Journeyman's .

wage.	1st.	2nd.	3rd.	4th.
	40%	50%	65%	80%

SUPPLEMENTAL BENEFITS:(per hour paid) - See Below.

9-1536H

CARPENTER

The following Supplemental Benefits apply to the preceding Carpenter categories and/or Occupational titles unless otherwise noted.

7/01/98-
12/31/98

SUPPLEMENTAL BENEFITS:(per hour paid)

Journeyman	\$ 20.90
Apprentices	14.85

9-NYC/Supp

CARPENTER

<u>WAGES</u> (per hour)	7/01/97- 6/30/98	7/01/98- 6/30/99
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Building:
Carpenter..... \$ 29.41 \$ 1.43 additional

Heavy/Highway:
Carpenter..... \$ 29.84 \$ 1.45 additional

OVERTIME PAY: See (A, E, Q) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 10, 16) on HOLIDAY PAGE.

APPRENTICES : (1) year terms at the following wages.

	Heavy/Highway	Building
1st yr	\$ 12.66	\$ 12.49
2nd yr	16.95	16.72
3rd yr	19.81	19.54
4th yr	24.11	23.77

SUPPLEMENTAL BENEFITS:(per hour worked)

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1998A

Journeyman	\$ 18.57
Appr 1st & 2nd terms	12.66
Appr 3rd & 4th terms	18.57

4-SUF

ELEVATOR

WAGES (per hour) 7/01/98-
6/30/99

Elevator Constructor.....\$	35.75
" Modern. & service...	29.91

Elevator Helper: (6) month terms at the following percentage of Journeyman's wage.

<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>
50%	55%	60%	65%	70%	75%

OVERTIME PAY:CONSTR. See (C, O) on OVERTIME PAGE.

OVERTIME PAY:MODERN./SERV. See (B, H) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (5, 6, 7, 11, 16) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 7, 11, 16) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS:(per hour worked)

Construction	\$ 9.52
Modern./Service	9.37
Helpers (first 6mos. only)	6.12

9-1

GLAZIER

WAGES(per hour) 6/01/98- 6/01/99-
5/31/99 5/31/00

Glazier.....\$	31.16	1.10 Addit. Per Hr.
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OVERTIME PAY: See (C, O) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 16, 25) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following percentage of Journeyman's wage.

<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>
35%	45%	60%	80%

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Journeyman..... \$ 28.65

OVERTIME: See (B, E, Q) on OVERTIME PAGE.

HOLIDAYS: Paid (1)

Overtime (5, 6, 9, 16, 25) on HOLIDAYS PAGE.

Apprentices: One (1) year terms at the following percent of journeymans rate.

1st 2nd 3rd 4th 5th

40% 50% 60% 70% 80%

Supplemental Benefits : per hour worked.

50 1/2%

of hourly rate--of hourly rate

4-25

ELECTRICIAN

For utility distribution & transmission line construction.

WAGES (per hour) 10/05/97-
10/03/98

Lineman / Splicer..... \$ 29.16 *
Material Man..... 25.37
Heavy Equip. Oper..... 23.33
Groundman..... 17.50
Flagman..... 13.12

OVERTIME PAY: See (B, Q) on OVERTIME PAGE.

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SUPPLEMENTAL BENEFITS: (per hour worked)

\$ 3.12 +
12 1/2 %

4-1049

IRONWORKER

<u>WAGES</u> (per hour)	1/01/98- 6/30/98	7/01/98- 12/31/98	1/01/99- 6/30/99
Structural.....\$	35.95	.90	.85
Riggers.....	35.95	Addit.	Addit.
Machinery Movers.....	35.95	Per	Per
" " Erectors....	35.95	Hr.	Hr.

OVERTIME PAY: See (B, E*, Q, V) on OVERTIME PAGE.
* for 1st 8 hours, double time thereafter.

HOLIDAYS:

PAID: See (18, 19) on HOLIDAY PAGE.
OVERTIME: See (5, 6, 8, 18, 19) on HOLIDAY PAGE.

APPRENTICES: (1/2) year terms at the following wage.

1st.	2nd.	3rd.	4th.	5th.	6th.
\$ 19.65	20.25	20.25	20.85	20.85	20.85

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyman \$ 22.33
Apprentices 17.88

9-40/361

IRONWORKER

<u>WAGES</u> (per hour)	7/01/98- 6/30/99
Reinforcing & Metal Lathing.....\$	31.45

OVERTIME PAY: See (C, D, V) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.
OVERTIME: See (5, 6, 8, 10, 11, 13, 18, 19) on HOLIDAY PAGE.

APPRENTICES:(1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$16.00	\$18.88	\$21.86	\$24.82

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyman \$ 17.48
Appr
1st term 10.68
2nd term 11.68
3rd term 13.68
4th term 16.68

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9-46

IRONWORKER

WAGES(per hour)

	01/01/98- 6/30/98	07/01/98- 12/31/98	01/01/99 6/30/99
Ornamental.....\$	32.65	.95	1.00
Chain Link Fence.....	32.65	Addit.	Addit.
Guiderail Installation.	32.65	Per Hr.	Per Hr.
* APPRENTICES			
Use this rate for %	27.80		

OVERTIME PAY: See (A, D1, E*, Q, V) on OVERTIME PAGE.
*Double time after 7 hours on Saturday.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.
OVERTIME: See (5, 6, 8) on HOLIDAY PAGE.

APPRENTICE (1/2) year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.
60%	65%	70%	80%	85%	95%

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyman	\$ 17.70
Appr 1st term	18.63
Appr 2nd term	19.12
Appr 3rd term	19.61
Appr 4th term	20.59
Appr 5th term	21.08
Appr 6th term	22.06

9-580

LABORER

<u>WAGES</u> (per hour)	01/01/97- 06/30/97	07/01/97- 06/30/98	07/01/98- 12/30/98	01/01/99- 06/30/99
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Building Laborer: Except Abatement.....	\$21.28	\$0.71 add	\$0.54 add	\$0.54 add
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For Abatement See Below

OVERTIME PAY: See (A, F, E2) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.
OVERTIME: See (5, 6, 10) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS: (per hour worked)

\$ 13.98	\$ 13.98	\$ 13.98	\$ 13.98
06/01/96-	12/01/97-	06/01/99-	

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SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyman \$ 12.58
Cleaner/Maintenance 2.40
Appr 5.80 +
wage percentage of \$ 6.09

9-7/24

MASON - Building

WAGES(per hour) 7/01/98- 1/01/99-
12/31/98 6/30/00
Building:
Bricklayer.....\$ 31.43 .60 Addit.
Per Hr.

OVERTIME PAY: See (A, E, E2, Q) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.
OVERTIME: See (5, 6, 10) on HOLIDAY PAGE.

APPRENTICES: (750 hour) terms at the following percentage of Journeyman's wage.

	1st	2nd	3rd	4th	5TH (500 Hrs)	6TH (500 Hrs)
	50%	60%	70%	80%	90%	95%

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyman \$ 15.21
Appr 8.03

9-1Brk

MASON-Building Unit Paving Work*

* Shall include but not limited to: fired clay brick pavers, pre-cast concrete slabs (london walks), pressed concrete pavers, cobble stone, all types of flagging, asphalt concrete pavers- asphaltic cement sand and stone aggregate, unit safety surface.

WAGES(per hour) 7/01/98-
12/31/98

Journeyman.....\$ 23.72
Apprentice (one year term).... 19.78

OVERTIME PAY: See (B, E, Q) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.
OVERTIME: See (5, 6, 25) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyman \$ 10.41
Appr 5.98

9-1 Paver

PLASTERERS - SKIMCOATING

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Cement Mason.....\$ 32.00 1.54 Addit.
Per Hr.

OVERTIME PAY: See (C, O, V) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE.

APPRENTICES: (1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	95%

SUPPLEMENTAL BENEFITS:(per hour worked)

\$ 13.85

9-780

MASON - Building

WAGES(per hour) 7/01/98-
12/31/98

Building:
Plasterer.....\$ 29.27

OVERTIME PAY: See (A, G, P, V) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 25) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd
40%	60%	80%

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyman \$ 12.25
Appr 1st three months 0.00
All other Appr 12.25

9-202P

MASON-Building

WAGES (per hour) 7/01/98- 1/01/99-
12/31/98 6/30/99

Building:
Mosaic &
Terrazzo Worker...\$ 31.38 31.38
" Helper...\$ 30.07 30.07

OVERTIME PAY: See (A, E, Q, V*) on OVERTIME PAGE.
* \$ 5.45 added to supplements.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.

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OVERTIME PAY: See (C, O, V) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.
OVERTIME: See (5, 6, 8, 10) on HOLIDAY PAGE.

APPRENTICES: (1/2) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	90%

SUPPLEMENTAL BENEFITS:(per hour worked)

\$ 22.64

9-197

MASON - Building

<u>WAGES</u> (per hour)	7/01/97-	1/01/99-
	12/31/98	6/30/99

Building:		
Marble Cutters & Setters.....\$	32.08	32.88

OVERTIME PAY: See (B, O, V) on OVERTIME PAGE attached.

PAID HOLIDAY: Journeymen receive 1/2 days pay for Labor Day.
Apprentices 1st three terms See (5, 6, 8, 11, 15) on HOLIDAY PAGE,
Plus any day following a Thursday or Sunday Holiday.
All others See (1) on HOLIDAY PAGE.
OVERTIME: See (5, 6, 8, 11, 15,) on HOLIDAY PAGE.

APPRENTICES: (1/2) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	70%	80%	95%

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyman	\$ 15.65
Appr	5.90 +
	wage percentage of \$ 9.75

9-7/4

MASON-Building

<u>WAGES</u> (per hour)	7/01/98-	1/01/99-
	12/31/98	6/30/99

Marble-Riggers, Crane & Derrickman...\$	26.22	26.97
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OVERTIME PAY: See (C, O, V) on OVERTIME PAGE.

PAID HOLIDAY: 1/2 Day for Labor Day.
OVERTIME: See (5, 6, 8, 11, 15, 25) on OVERTIME PAGE.

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SUPPLEMENTAL BENEFITS:(per hour worked)

\$ 16.97 16.92

9-7/20

PAINTER AND DRYWALL FINISHER

WAGES (per hour) 6/01/98-
5/31/00

Brush, Paper Hanger, Taper \$ 26.05
Structural Steel..... 33.63
Spray, Scaffold, Sandblast 28.47
Repaint/Renovation..... 20.89*

*Additional \$2.00 per hr. for Hanging Scaffold, Spray, Sandblasting, and Rolling Scaffold 20' and over. Lead Abatement at same rate as classification.

OVERTIME PAY: See (A, K) on OVERTIME PAGE.

OVERTIME PAY-Repaint/Renovation: See (B) on OVERTIME PAGE.

HOLIDAY:

PAID: See (1) on HOLIDAY PAGE.

OVERTIME: See (5, 6) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following rates.

	1st	2nd	3rd
Brush	\$ 10.73	16.01	19.11
Scaff./SB	11.84	17.62	21.09
Struc.Stl.	12.94	19.24	23.08
Rpt/Ren.	10.73	16.01	19.11

SUPPLEMENTAL BENEFITS: (per hour worked)

Rpt/Ren. Journeyman \$ 13.67
All other Journeyman 13.67
Appr 1st year 4.76
Appr all other terms 10.18

4-1486

PLUMBER

WAGES (per hour) 11/01/96-
4/30/97

Plumber..... \$ 32.50

OVERTIME PAY: See (A, 0) on OVERTIME PAGE.

HOLIDAY:

PAID: See (1) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 15, 25) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following percentages of Journeyman's wage.

1st	2nd	3rd	4th	5th
40%	50%	65%	70%	75%

SUPPLEMENTAL BENEFITS: (per hour worked*)

Journeyman	\$ 14.53
Appr 1st term	8.74
Appr 2nd term	10.23
Appr 3rd term	10.23
Appr 4th term	10.84
Appr 5th term	11.17

*Sunday and Holiday Benefits paid at Double Time rate.

PUMP & TANK WORK	6/01/98- 5/31/99	6/01/98- 5/31/99
Journeyman.....	\$ 28.00	\$ 28.50

Overtime: (B, E, Q) on Overtime Page.

Holidays: Paid (1)
Overtime (5, 6, 9, 10, 16) on Holiday Page.

Apprentices: One year terms at the following percent of Journeyman,s rate.

1st	2nd	3rd	4th
40%	50%	60%	70%

Supplemental Benefits ; per hour worked.

Journeyman.....	\$ 14.71
App. 1st yr.....	6.06
App. 2nd yr.....	7.37
App. 3rd yr.....	8.83
App. 4th yr.....	10.29

4-200

STEAMFITTER

<u>WAGES(per hour)</u>	7/01/98- 12/29/98	12/30/98- 6/30/99
Steam Fitter.....\$	34.05	1.25
Sprinkler Fitter.....	34.05	Addit. per hr

For Work on Temporary Heat
& Air Conditioning.....\$ 25.88

OVERTIME PAY: See (C, O, V) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.
OVERTIME: See (5, 6, 7, 11, 16) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following percentage of Journeyman's
wage.

<u>1st.</u>	<u>2nd.</u>	<u>3rd.</u>	<u>4th.</u>	<u>5th.</u>
40%	50%	65%	80%	85%

SUPPLEMENTAL BENEFITS:(per hour paid)

Journeyman \$ 17.50

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Group 2..... 23.795

Drivers of three-axle tractors & trailers, \$4.00 per day additional.
Drivers of heavy equipment & tagalong trailers, \$10.00 per day additional.
Drivers of boom trucks, \$8.00 per day additional.

OVERTIME PAY: See (B, E, R) on OVERTIME PAGE.

HOLIDAY:

PAID: See (5, 6, 16, 25)* on HOLIDAY PAGE.

OVERTIME: See (5, 6, 16, 25)* on HOLIDAY PAGE.

* must work two days in holiday week.

SUPPLEMENTAL BENEFITS: (per hour worked)

STRAIGHT TIME..... \$ 10.4525
OVERTIME..... 9.579

4-282nsh

TEAMSTER-Demolition/Debris, Asbestos/Toxic Waste

WAGES (per hour) 7/01/98-
6/30/99

Truck Driver, Chauffeur or Loader/Operator
Stright Jobs \$ 20.35
Trailers 20.65

OVERTIME PAY: See (B, L, S, S1.) on OVERTIME PAGE.

HOLIDAYS:

PAID: (*) See (5, 6, 7, 8, 11, 12, 26) on Holiday Page.

(*) Must work two days in Holiday week

SUPPLEMENTAL BENEFITS: (per hour worked)

Stright time \$ 12.75
Additional for Overtime 3.74

4-282.Demo

SIGN ERECTOR

WAGES (per hour) 1/01/98-
6/30/98

Sign Erector.....\$ 24.65
Plastic Mechanic..... 19.72

OVERTIME PAY: See (A, H) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
35%	45%	55%	65%	75%

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SUPPLEMENTAL BENEFITS:

Journeyman \$ 4.62 per hour paid +
 20 % of wage +
 \$ 27.00 per day paid +
 \$ 2.05 per day worked +
 \$ 0.20 per hour worked +
 Employee share of Soc. Sec.

Appr 1st yr \$ 1.958 per hour paid +
 2% of gross wage +
 \$ 0.20 per hour worked +
 \$ 115.00 per month

Appr 2nd yr \$ 2.44 per hour paid +
 2% of gross wage +
 \$ 0.20 per hour worked +
 \$ 115.00 per month

Appr 3rd yr \$ 2.922 per hour paid +
 18% of gross wage +
 \$ 2.00 per day paid +
 \$ 0.20 per hour worked

Appr 4th yr \$ 3.404 per hour paid +
 20% of gross wage +
 \$ 4.00 per day paid +
 \$ 0.20 per hour worked

Appr 5th yr \$ 3.468 per hour paid plus
 20% of gross wage plus
 \$ 6.00 per day paid plus
 \$ 0.20 per hour worked

9-137

PAINTER - Striping Highway

<u>WAGES(per hour)</u>	4/01/98- 3/31/99	4/01/99- 3/31/00
Painter (Striping-Highway):		
Striping-Machine Operator.....\$	20.57	21.57
" Helper.....	15.14	15.79
Linerman.....	23.09	24.09

OVERTIME PAY: See (B, E, P, S) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (2, 8, 11, 12, 15, 16, 17, 20) ON HOLIDAY PAGE.

OVERTIME: See (2, 8, 11, 12, 15, 16, 17, 20, 21, 22) ON HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS:(per hour paid)

22% of wage
 +
 \$.50

9-8a/28a

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CONSULTING ENGINEER SURVEY

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer agreement.

<u>WAGES:</u> (per hour)	7/01/98- 6/30/99	7/01/99- 6/30/00
Survey Rates:		
Party Chief.....\$	23.40	Addit.
Instrument Man.....	20.07	.56
Rodman.....	17.32	Per Hr.

OVERTIME PAY: See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAYS:

PAID: See (5, 6, 7, 11, 16) on HOLIDAY PAGE.
OVERTIME: See (5, 6, 7, 11, 16) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following wage rates.

1st term	\$ 9.87
2nd term	14.04

SUPPLEMENTAL BENEFITS: (per hour paid)

Journeyman	\$ 9.55
Apprentice	6.75

9-15dconsult

CORE DRILLING

<u>WAGES</u> (per hour)	10/17/97- 10/16/98	10/17/98- 10/16/99
Core Drilling:		
Driller.....\$	22.23	addit.
Helper.....	18.72	\$1.00/hr.

Note: Hazardous Waste Pay Differential:
For Level C, an additional \$ 0.25 per hour
For Level B, an additional .75 per hour
For Level A, an additional 1.00 per hour

Note: When required to work on water: an additional \$ 0.25 per hour.

OVERTIME PAY: See (B, E, K*, P, R**) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (5, 6) on HOLIDAY PAGE.
OVERTIME: * See (5, 6) on HOLIDAY PAGE.
** See (8, 10, 11, 13) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS:(per hour worked)

\$ 7.69

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-----MARINE CONSTRUCTION

WAGES (per hour)	10/01/97- 9/30/98	10/01/98- 9/30/99	10/01/99- 9/30/00
Hydraulic Dredge:			
Class A:			
Leverman.....	\$ 24.61	\$ 25.18	\$ 25.78
Engineer, Derrick Op.	22.08	22.34	22.61
Chief Mate on Dredge.	21.76	22.01	22.28
Class C:			
Maint. Eng.....	21.59	21.83	22.07
Mate.....	20.14	20.35	20.57
Boat Captain.....	20.29	20.50	20.72
Class D:			
Deckhand.....	16.43	16.58	16.74
Fireman, Oiler.....	17.07	17.23	17.39
Shoreman.....	16.43	16.58	16.74
Tug Boats:			
Class A:			
Tug Master.....	22.31	22.69	23.09
Tug Chief Engineer...	20.80	21.10	21.47
Class C:			
Tug Captain.....	21.44	22.69	23.09
Tug Engineer.....	20.59	21.10	21.63
Class D:			
Tug Deckhand.....	16.65	16.80	16.96
Dipper and Clamshell Dredges:			
Class A:			
Operator.....	25.05	25.64	26.26
Engineer.....	22.56	22.83	23.12
Class C:			
Maint. Engineer.....	21.59	21.83	22.07
Mate.....	20.14	20.35	20.57
Boat Master, Welder..	21.25	21.49	21.74
Boat Captain.....	20.29	20.50	20.72
Class D:			
Oiler.....	17.07	17.23	17.39
Deckhand.....	16.65	16.80	16.96

OVERTIME PAY: See (B, F, R) on OVERTIME PAGE.HOLIDAY:PAID: See (5, 6, 8, 10, 15) on HOLIDAY PAGE.OVERTIME: See (5, 6, 8, 10, 15) on Overtime Page

The following SUPPLEMENTAL BENEFITS apply to ALL classifications of the above HYDRAULIC, DIPPER, CLAMSHELL DREDGES and TUG BOATS.

SUPPLEMENTAL BENEFITS: (per hour worked)

All Class A & B	\$ 4.81 (OVERTIME \$ 0.80 EXTRA) plus 8% of wage
All Class C	\$ 4.51 (OVERTIME \$ 0.65 EXTRA)

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All Class D

plus
8% of
wage
\$ 4.21 (OVERTIME \$ 0.50 EXTRA)
plus
8% of
wage

4-25a

MARINE CONSTRUCTION

WAGES (per hour)	10/01/97- 9/30/98	10/01/98- 9/30/99	10/01/99- 9/30/00
Drill Boat:			
Class A:			
Engineer.....	\$ 22.96	\$ 23.24	\$ 23.54
Blaster.....	23.22	23.51	23.81
Driller.....	22.97	23.25	23.55
Boat Capt.....	19.15	19.34	19.53
Class C:			
Welder/Machinist..	22.77	23.03	23.30
Class D:			
Oiler/Helper.....	20.05	20.25	20.46
Deckhand.....	15.69	15.83	15.97
Core Driller.....	18.21	18.38	18.56
Helper.....	16.26	16.41	16.56

OVERTIME PAY: See (B, P, R,) on Overtime Page.

HOLIDAY:

PAID: See (5, 6, 8, 10, 15) on Holiday Page.

OVERTIME: See (5, 6, 8, 10, 15) on Overtime Page.

SUPPLEMENTAL BENEFITS: (per hour worked)

Class A & B	\$ 3.76 plus 8% of wage	\$ 4.08 plus 8% of wage	\$ 4.38 plus 8% of wage
Class C	\$ 3.37 plus 8% of wage	\$ 3.59 plus 8% of wage	\$ 3.79 plus 8% of wage
Class D	\$ 3.01 plus 8% of wage	\$ 3.11 plus 8% of wage	\$ 3.21 plus 8% of wage
Overtime Benefits			
Time and one half			
A & B add.....	\$ 0.91	\$ 1.06	\$ 1.21
C add.....	0.64	0.82	0.92
D add.....	0.53	0.58	0.63
Double Time			
A & B add.....	\$ 1.84	\$ 2.12	\$ 2.42
C add.....	1.45	1.63	1.83
D add.....	1.05	1.15	1.25

4-25/3



STATE OF NEW YORK
 DEPARTMENT OF LABOR
 BUREAU OF PUBLIC WORK
 STATE OFFICE BUILDING CAMPUS
 BUILDING 12 - ROOM 136
 ALBANY, NEW YORK 12240

CORRECTION *****

July 6, 1998

The following rate applies to the following counties:

Nassau	Suffolk
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ELECTRICIAN -Telephone and Integrated Tele-Data Systems:

(Please call the Hempstead District Office at 516 485 4878 concerning the use of these rates.)

WAGES (per hour)*	4/25/98 to 4/30/99	5/01/99 to 4/28/2000
Journeyman	\$ 24.94	\$ 25.69
Cable Puller.....	8.42	8.67

(* This rate does not apply to construction of new buildings or major renovation of an existing building, in those cases the inside construction or regular electrician rate applies.

OVERTIME PAY: See (B, E, Q) on OVERTIME PAGE.

HOLIDAYS:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5,6,11,12,16,25)) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman	39 1/2% +.52	40% +.52
Cable Puller	29% +.52	29% +.52

4-25Tele

INFORMATIONAL BULLETIN

The following is a change to the New York State Department of Labor's policy on the applicability of the provisions of Article 8 (prevailing wage rates) to off-site borrow pits/batch plants and related trucking of material.

- 1) Individuals who are employed by a vendor to deliver materials excavated from either off-site borrow pits or batch plants are not subject to prevailing wage rates. This rule applies whether or not the plant or borrow pit is dedicated to a public work project.
- 2) The payment of a prevailing wage rate is required to individuals involved in either the operation or construction of off-site borrow or portable batch plants that are dedicated exclusively to public work.
- 3) The only exception to this policy would require the payment of prevailing wage rates to all individuals engaged in work activities relative to off-site borrow or portable batch plants when the contracting entity clearly identifies the specific location of the borrow pit or batch plant in the scope of the project.

If you have any questions, please contact this office located at: New York State Department of Labor, Bureau of Public Work, Governor W. Averell Harriman State Office Building Campus, Albany, New York, 12240, (518) 457-5589.

December 1, 1998

**REQUIREMENTS OF ARTICLE 8 (Section 220-223)
AND ARTICLE 9 (Section 230 - 239)
OF THE NEW YORK STATE LABOR LAW**

PREVAILING RATE SCHEDULE:

The Labor Law requires public work contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed.

The Department of Jurisdiction awarding a public work contract **MUST** obtain a prevailing rate schedule from the Bureau of Public Work of the New York State Department of Labor listing the hourly rates for the trades and occupations of the workers to be employed on the public work project. This schedule may be obtained by completing and forwarding the Request for Wage and Supplement Information on the reverse side hereof. The prevailing rate schedule **MUST** be included in the specifications for the contract to be awarded and is deemed part of the public work contract. Upon the signing of the contract, the Department of Jurisdiction **MUST** advise the Bureau of Public Work on a form supplied by the Bureau as to the name of the contractor to whom the contract was awarded, the date and the amount of the contract.

A "Department of Jurisdiction" includes a state department agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporations, a public benefit corporation; and a public authority awarding a public work contract.

WITHHOLDING OF PAYMENTS FROM CONTRACTORS:

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction that awarded the public work contract. Such officer **MUST** then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau of Public Work as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until a final determination of the underpayment by the Commissioner of Labor or by the Court in the event a legal proceeding for review of the Commissioner of Labor's determination is instituted.

The Department of Jurisdiction shall comply with an order of the Commissioner of Labor or of the Court with respect to the release of the funds so withheld.

New York State - Department of Labor

EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK - Under Article 8 of the NYS Labor Law, when two final determinations have been rendered against a contractor, subcontractor and/or its successor within any consecutive six-year period determining that such contractor, subcontractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements, or when one final determination involves falsification of payroll records or the kickback of wages and/or supplements, said contractor, subcontractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work contract/sub-contract with the state, any municipal corporation or public body for a period of five years from the date of debarment. NOTE: Where the Fiscal Officer is denoted "NYC", the information has been provided by the New York City Comptroller's Office, the agency issuing the determinations. Any questions regarding these listings should be addressed directly to the Comptroller. The Bureau of Public Work of the New York State Department of Labor will respond in regard to listings where the Fiscal Officer is listed as "DOL".

Company Name	Address	City	State	ZIP Code	1st Willful	Last Willful	Fiscal Officer	Barred Until	Notes
4H Refrigeration & Air Conditioning	484 Sterling Place	Brooklyn	NY	11238-		6/12/96	NYC	6/12/01	falsified payrolls
A & L Environmental Services Inc	1549 Fifth Avenue	Bayshore	NY	11706-	12/3/93	6/22/94	DOL	6/22/99	
A & L Landscape Maintenance									see William A Sartzberger
A Jan Stalker Associates Inc	1216 Maple Road	Williamsville	NY	14221-	1/10/97	1/10/97	DOL	1/10/02	
A Plus Fire Protection Inc	131 13th Avenue	Holtsville	NY	11742-		9/29/97	DOL	9/29/02	falsified payrolls
A-1 Fence Company Inc	Hillside Lake Road	Wappingers Falls	NY	12590-		1/30/98	DOL	1/30/03	4 willful violations
AAA Asbestos Abatement Corporation	897 Saratoga Avenue	Brooklyn	NY	11212-		6/24/97	NYC	6/24/02	falsified payrolls
Abbot-Sommer Inc	2622 Chesbrough Avenue	Bronx	NY	10461-		1/7/98	NYC	1/7/03	falsified payrolls
ABC Tree Shrub & Landscape Services Inc	192 Witmer Road	North Tonawanda	NY	14120-	11/16/94	11/16/94	DOL	11/16/99	
Above All Contracting Inc	215-04 104th Avenue	Queens	NY	11429-		9/21/98	NYC	9/21/03	falsified payrolls
Accell Construction Co Inc	951 Niagara Street	Buffalo	NY	14213-	6/13/96	11/4/96	DOL	11/4/01	
Aim Construction Corp	1432 W 5th Street	Brooklyn	NY	11204-		6/4/98	NYC	6/4/03	additional address: 129 13th Street, 2nd Fl, Brooklyn NY 11215- falsified payrolls
ALCA Industries Inc	178-190 Catherine Street	Albany	NY	12202-		6/3/98	DOL	6/3/03	falsified payrolls
ALJ Electric Co Inc	717 Elk Street	Buffalo	NY	14210-	10/3/95	10/3/95	DOL	12/4/00	
Allstate Specialty Services Inc	1087 Jackson Avenue	Long Island City	NY	11101-		2/26/96	NYC	2/26/01	multiple willful violations
Apex Contracting and Demolition	11-15 31st Drive	Long Island City	NY	11106-	10/11/91	4/30/96	NYC	4/30/01	
Applewood Construction Co									see Dion R. Defedericis
Asbestos & Lead Abatement Technology Corp	709 Maple Street	Rochester	NY	14611-		10/9/97	DOL	10/9/02	3 willful violations
Associates Environmental Services Inc	326 Freling Huysen Avenue	Newark	NJ	07114-		12/11/95	NYC	12/11/00	falsified payrolls

Company Name	Address	City	State	ZIP Code	1st Willful	Last Willful	Fiscal Officer	Barred Date	Notes
CBC Industries Inc	272-60 Grand Central Pwy	Floral Park	NY	11005-		4/15/96	DOL	4/15/01	JV with CMK Painting & Constr Co Inc - falsified payrolls
Central Absorption Inc	11-15 31st Drive	Long Island City	NY	11106-		3/16/98	NYC	3/6/03	3 willful violations
Cherokee Plate Glass Inc	114 Brown Street	Johnson City	NY	13790-	4/28/95	8/27/97	DOL	8/27/02	3 willful violations
Christian Construction Corp	420 E 111th Street	New York	NY	10029-		3/27/95	DOL	3/27/00	also 798 Lake Avenue, Greenwich, CT 06830 - 4 willful violations
Cirina Construction Corp.	46 1/2 Clinton Avenue	Cortland	NY	13045-		7/9/97	DOL	7/9/02	falsified payrolls
Citi Cleaning Corp									see Bravo Demolition Contracting Corp
Clean Air Asbestos Removal Inc	c/o S. Finer, 258 Genesee Str	Utica	NY	13502-		8/5/98	DOL	8/5/03	falsified records
CMK Painting & Construction Co Inc	600 Hillside Ave	New Hyde Park	11040						JV with CBC Industries Inc.
Commercial Glazing Inc	718 Joseph Avenue	Rochester	NY	14621-		5/5/98	DOL	5/5/03	aka Emergency Glass & Boardup Services - falsified payrolls
Consolidated Environmental Corp	1150 East New York Avenue	Brooklyn	NY	11212-		4/8/98	NYC	4/8/03	falsified payrolls
CPN Construction Corp	42-06 192nd Street	Flushing	NY	11358-		4/8/98	NYC	4/8/03	dba Building Block Contracting Corp - falsified records
Cross Bay Contracting Corporation	242 Nevins Street	Brooklyn	NY	11217-	10/17/96	7/9/97	NYC	7/9/02	falsified payrolls - debarment period extended
CVM Electric Inc	220 Dingens Street	Buffalo	NY	14206-		11/5/97	DOL	11/5/02	multiple violations
Darlene E Chardon									see DME Contracting Inc
Darlene M Edwards									see DME Contracting Inc
Dendis Construction Inc	1164 Route 96	Waterloo	NY	13165-	11/4/94	3/21/95	DOL	3/21/00	
DePadre & Son Plumbing & Heating Inc	2104 Niagara Street	Niagara Falls	NY	14303-		9/16/97	DOL	9/16/02	falsified payrolls
Dimension 2 Assoc. Lawn Sprinklers									see Dimension 2 Associates
Dimension 2 Associates	189 Commack Road	Commack	NY	11725-	6/14/94	7/25/95	DOL	7/25/00	or Dimension 2 Assoc. Lawn Sprinklers
Dion R. Defedericis	860 Sherwood Court	Depew	NY	14043-		2/22/95	DOL	2/22/00	dba Applewood Construction Co - 3 willful violations
Dixie Sweeping Service Inc	618 W Newell Street	Syracuse	NY	13205-	1/2/96	11/27/96	DOL	11/27/01	

Company Name	Address	City	State	ZIP Code	1st Withd	Last Withd	Fiscal Officer	Barred Date	Notes
ESNA International General Contractors Inc	1838 Bath Avenue	Brooklyn	NY	11214-		2/26/98	NYC	2/26/03	falsified payrolls
Experience Electric Corp									see Perfect power Corporation
Faliero Electric Company Inc	P O Box 180	Buffalo	NY	14220-	8/24/93	11/4/96	DOL	11/4/01	
Five Boro Air Conditioning & Refrigeration Inc	519 Coney Island Avenue	Brooklyn	NY	11218-		9/6/96	NYC	9/6/01	multiple willful violations
Frank Valerio General Contracting Corp	89 West Route 59	Central Nyack	NY	10960-	9/29/94	7/18/97	DOL	7/18/02	
G A Contractors	139-31 Queens Boulevard	Jamaica	NY	11435-	6/21/96	11/25/97	NYC/DOL	11/25/02	multiple willful violations - falsified payrolls. Original debarment period extended
G&C Construction Corp	3706 12th Avenue	Brooklyn	NY	11218-	9/28/90	10/6/92	DOL	10/16/00	third willful violation on 10/16/95 - debarment period extended. Alter ego of Plato Construction Corp
Gary C Marcinkowski	1051 Rice Road	Emma	NY	14059-		7/8/97	DOL	7/8/02	dba Beverly Hills Textures and Paint and dba Beverly Hills Textures and Paints
General Design & Development Inc	1865 Chrysler Avenue	Schenectady	NY	12303-	4/28/98	5/5/98	DOL	5/5/03	multiple violations
Genesis General Contracting Co Inc	866 82nd Street	Brooklyn	NY	11220-	2/2/95	2/2/95	DOL	2/28/00	
George Lucey, Manuel Tobio(see note)	150 Kings Street	Brooklyn	NY	11231-		8/19/98	NYC		Manuel Tobio and Lake construction and Development Corporation (individually and as a whole) grand larceny - falsified records, debarred permanently
Gerace Contracting Corp	2437 E 29th Street, Ste 1-H	Brooklyn	NY	11235-		7/22/96	DOL	7/22/01	falsified payrolls
Goldrick Custom Homes									see Thomas Goldrick
Gorton Construction	P O Box 606	Norwich	NY	13815-	3/19/90	1/27/94	DOL	1/27/99	
Grandview Painting Co Inc									see VDR Decorating Inc
Happy Homes Services Inc	150 5th Avenue, Rm 720	New York	NY			5/7/97	NYC	5/7/02	3 willful violations
Hunt Construction Corp	60 Sackett Street	Brooklyn	NY	11231-	4/23/96	4/23/96	NYC	4/23/01	
Hy-Tech Coatings									see Dura-Tech Systems Inc
Hydroblast Inc	P O Box 851	Portland	ME	04104-	7/1/98	8/19/98	DOL	8/19/03	multiple willful violations

Company Name	Address	City	State	ZIP Code	1st Willful	Last Willful	Fiscal Officer	Barred Date	Notes
M & M Glass & Window Corp	1168 Brooks Avenue	Rochester	NY	14624-	2/28/97	4/10/97	DOL	4/10/02	aka M & M Glass Group - 9 willful violations
M & M Glass Group									see M & M Glass & Window Corp
Mandy Electric Inc	14 Grand Canyon Lane	Tanglewood Hills	NY	11727-		12/30/94	DOL	12/30/99	falsified payrolls
Mary L Restrepo									see DME Contracting Inc
Mary Lydia Chardon									see DME Contracting Inc
MEG Enterprises Ltd	101 Bloomingdale Road	Hicksville	NY	11801-		12/22/97	DOL	12/22/02	falsified payrolls
Mega General Contracting Corp	20-44 20th Street	Astoria	NY	11103-		2/9/96	DOLI	2/9/01	falsified payrolls
Mega Imperial Construction Corp	35-11 Vernon Boulevard	Long Island City	NY	11106-		2/23/98	DOL	2/23/03	falsified payrolls
Military Auto Service Inc	6953 Ridge Road	Lockport	NY	14094-		10/8/98	DOL	10/8/03	dba Big Tree Garden Center - falsified payrolls
Military Contractors									see Louis J Migliore
Mohrman Electric Company Inc	3581 Bayview Avenue	Seaford	NY	11783-	12/20/97	12/20/97	DOL	12/30/02	
Nasuf Construction Corporation	155 Knickerbocker Ave, Ste 1	Bohemia	NY	11716-		2/9/96	NYC	2/9/01	falsified payrolls
National Building & Restoration Corp	1010 Tiden Avenue	Utica	NY	13501-		9/4/98	DOL	9/4/03	falsified payrolls
Niagara Top Line Builders									see Scott Gamache
North Country Installers Inc	Box 33, main Street	West Paulet	VT	05775-	1/3/94	5/26/94	DOL	5/26/99	and alter ego The Locker Master, Inc.
North Shore Construction Enterprises	464 New York Avenue	Huntington	NY	11743-	6/21/96	4/30/97	NYC/DOL	4/30/02	& 139-31 Queens Blvd, Jamaica NY 11435 & 22 Hill House Ln, Old Brookville, NY 11545 - falsified payrolls. Originally debarred by NYC - extension by DOL
North Shore Environmental Solutions Inc	127 Glencove Avenue	Glencove	NY	11542-	12/16/96	12/16/96	NYC	12/16/01	
Nu-Con Construction Corporation	108 Meacham Avenue	Elmont	NY	11003-		4/10/95	DOL	4/9/00	falsified payrolls
Oatka Valley Construction Co Inc	212 North Main Street	Warsaw	NY	14569-	4/24/96	4/14/97	DOL	4/14/02	
OLCO Construction Inc	96 Morris Road	Schenectady	NY	12304-		1/24/96	DOL	1/24/01	falsified payrolls
Oliver Construction Engineering & Architectural	R.R. 1, Box 466	Chazy	NY	12992-	5/9/94	5/9/94	DOL	5/9/99	

Company Name	Address	City	State	ZIP Code	1st Willful	Last Willful	Fiscal Officer	Barred Until	Notes
Shareef Enterprises Inc	230 Pratt Street	Buffalo	NY	14203-		12/18/95	DOL	12/18/00	falsified payrolls
Smith Fence Industrial Inc	10165 Main St, PO Box 99	Clarence	NY	14031-	7/23/93	5/9/94	DOL	5/9/99	and alter ego Industrial Fence Inc
Southwestern Environmental	676 Mountainview Drive	Lewiston	NY	14092-	3/21/90	5/4/95	DOL	5/4/00	
Spec "7" Management Inc	3857 Clover Street	Henrietta	NY	14467-	9/1/94	6/9/95	DOL	6/9/00	
Spensieri Painting Co Inc	101 Dwight Park Drive	Syracuse	NY	13209-	2/12/96	9/9/96	DOL	9/9/01	5 willful violations
T J S Masonry	32 Woodland Park	Rochester	NY	14610-	5/5/94	5/5/94	DOL	5/5/99	
TBK Drywall Construction									see Thomas and William Kraebel
The Locker Master Inc									see North Country Installers Inc
Thomas and William Kraebel	Box 228	Laurel	NY	11948-	1/9/97	1/9/97	DOL	1/9/02	dba TBK Drywall Construction
Thomas Goldrick	86 Courier Boulevard	Kenmore	NY	14217-	9/30/96	9/30/96	DOL	9/30/01	dba Goldrick Custom Homes
Three Diamond Masonry Inc	P O Box 485	Farmingville	NY	11738-	5/26/69	10/13/95	DOL	10/13/00	
Titan									see DME Contracting Inc
TPK Construction Corporation	116 124 S Van Brunt Street	Englewood	NJ	07631-		2/2/98	DOL	2/2/03	falsified payrolls
Turso Construction Inc	4 Nursery Lane	Rye	NY	10580-	9/2/98	11/25/98	DOL	11/25/03	3 willful violations - debarment period extended
Vinco Contracting Corporation	P O Box 176	Mamaroneck	NY	10543-		1/7/97	NYC	6/1/00	the date of debarment commences on date the contractor entered into a guilty plea to one count of Offering a False Instrument for Filing in the Second Degree, a Class A misdemeanor - 6 falsified payrolls violations
VRD Decorating Inc	2300 Buffalo Road	Rochester	NY	14624-	5/26/94	5/26/94	DOL	5/26/99	also Grandview Painting Co Inc (successor to VDR)
Waterway Construction Corporation	201-01 Northern Blvd	Bayside	NY	11361-		11/26/96	DOL	11/26/01	falsified payrolls
West Coast Construction Inc	144-36 25th Road	Flushing	NY	11354-		9/11/96	NYC	9/11/01	multiple willful violations and falsified payrolls
Will C Kirk	P O Box 9	Cleveland	NY	13042-	3/6/89	8/23/94	DOL	8/23/99	dba Kirk Construction
William A Saltzberger	52 High St, P O Box 836	Geneva	NY	14456-	3/25/97	3/25/97	DOL	3/25/02	dba A & L Landscape Maintenance-3 willful violations

File on eDOCs Yes No
Site Name D205
Site No. 152033
County Suffolk
Town West Tisbury
Foitable Yes No
File Name 1999-01-20. contract document
Scanned & eDOC _____